



# State of New Jersey

PHILIP D. MURPHY  
*Governor*

NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY  
P. O. Box 101  
TRENTON, NEW JERSEY 08608-0101

TAHESHA L. WAY  
*Lt. Governor*

Lisa A. Asare  
*President & CEO*

## NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY

### ANNUAL BOARD MEETING AGENDA

WEDNESDAY, October 22, 2025

10:00AM

[https://www.zoomgov.com/webinar/register/WN\\_Kgk8CaWWTcm\\_NGt4bc7hiA](https://www.zoomgov.com/webinar/register/WN_Kgk8CaWWTcm_NGt4bc7hiA)

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Roll Call
- IV. Update from Chair
- V. CEO's Report to Board
- VI. Matters Requiring Board Action
  - a. Approval of NJMIHIA Board Minutes of September 24, 2025.
  - b. Approval of Resolution Authorizing the Approval of an Extension of the Memorandum of Understanding between NJMIHIA and New Jersey Department of Treasury.
  - c. Approval of Resolution Authorizing the Approval of Memorandum of Understanding between NJMIHIA and New Jersey Department of Children and Families to host the Nurture NJ Summit.
  - d. Approval of Resolution Authorizing the Approval of Inter Agency Master Lease between the New Jersey Economic Development Authority and NJMIHIA for use of the Maternal and Infant Health Innovation Center.
- VII. Executive Session (If required)
- VIII. Public Comment
- IX. Other Business
- X. Meeting Adjournment



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## NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY BOARD MEETING

### Minutes of the Meeting September 24, 2025

Minutes of the virtual meeting of the New Jersey Maternal and Infant Health Innovation Authority (NJMIHIA) held on Wednesday, September 24, 2025, at 10:00 AM Daylight Savings Time.

#### MEMBERS OF THE BOARD IN ATTENDANCE

##### Ex-officio Members

Thalia Sirjue, representing Acting Commissioner of Health

Tara Colton, representing CEO of NJEDA

Sarah Adelman, Commissioner of Human Services

Justin Zimmerman, Commissioner of Banking and Insurance

Christine Norbut Beyer, Commissioner of Children and Families

Holly Low, representing Commissioner of Labor

##### Public Members

Andrea Martinez-Mejia <sup>1</sup>

Shakira Abdul-Ali

Maritza Raimundi-Petroski

Dr. Philip Bonaparte

Rosalee Boyer

<sup>1</sup> Andrea Martinez-Mejia missed the roll call but joined the meeting prior to the consideration of matters requiring action.

## **ADDITIONAL ATTENDEES**

Lisa Asare, President & CEO, New Jersey Maternal and Infant Health Innovation Authority  
Michael Eleneski, Associate Counsel, Office of the Governor, Authorities Unit  
Roza Dabaghyan, Deputy Attorney General, Department of Law and Public Safety, Division of Law  
Eric Carlsson, Chief Financial Officer, NJ Maternal and Infant Health Innovation Authority  
Laura Wilton, Chief of Corporate Governance, NJ Maternal and Infant Health Innovation Authority  
Mahako Etta, Chief of Innovation, NJ Maternal and Infant Health Innovation Authority  
Pamela Taylor, MCQC Program Manager, NJ Maternal and Infant Health Innovation Authority  
Sofia Bonsignore, Governor's Fellow, NJ Maternal and Infant Health Innovation Authority  
NJMIHIA Staff

President & CEO Asare called the meeting to order and announced that the Maternal and Infant Health Innovation Authority (NJMIHIA) was in compliance with the provisions of Open Public Meetings Act and that adequate notice of the meeting had been provided in the manner prescribed by law.

President & CEO Asare took roll call and welcomed representatives from the First Lady's Office, Governor's Authorities Unit, the Office of the Attorney General, and the Department of Treasury.

Holly Low, Governor Representative, nominated Thalia Sirjue, Acting Vice Chair to lead the Meeting in place of Vice Chair, Jeff Brown. A motion was made by Public Member, Shakira Abdul-Ali, and was seconded by Public Member, Maritza Raimundi-Petroski. All members voted in favor. The motion carried.

Acting Vice Chair Thalia Sirjue presided over the meeting with Cindy Cortez, NJMIHIA Administrative Assistant, keeping the minutes.

## **Chair update**

Acting Vice Chair Sirjue addressed the Board and provided an update on NJMIHIA's most recent milestone, the groundbreaking of the Maternal and Infant Health Innovation Center (MIHIC). The MIHIC will serve as a collaborative hub to drive innovation, build a skilled and diverse maternal health workforce, and advance community-based solutions to address maternal and infant health disparities.

Acting Vice Chair Sirjue informed the Board that the next Maternal Care Quality Collaborative (MCQC) meeting will be on Friday, November 21, 2025. She noted that today's agenda included updates from the most recent MCQC meeting and related recommendations for the NJMIHIA Board.

## President & CEO Statement

President & CEO Asare updated the Board on NJMIHIA's response to recent federal statements regarding vaccinations and medications during pregnancy, postpartum, and infancy. On September 19, 2025, NJMIHIA convened a subset of clinicians from the MCQC Clinical Best Practices Workgroup to review evidence-based guidance to protect the health of pregnant and lactating patients, their infants, and families.

The Murphy Administration, in conjunction with NJMIHIA and NJDOH issued a [press release](#) on September 23, 2025, outlining its position:

- Recommend HepB vaccination for pregnant patients and newborns (American Academy of Pediatrics [AAP], American College of Gynecologists [ACOG]).
- Recommend COVID-19 vaccination for pregnant/breastfeeding patients and all children 6+ months (AAP, ACOG, Society for Maternal Fetal Medicine [SMFM]).
- Support use of acetaminophen for fever/pain in pregnancy (ACOG, SMFM).
- No evidence linking prenatal acetaminophen use to autism, attention deficit hyperactivity disorder, or intellectual disability; untreated fever/pain pose greater risks.
- COVID-19 vaccination available to all New Jerseyans ages 6 months and older, based on actions taken by the Murphy Administration earlier this month to ensure vaccinations are available without a prescription and to promote insurance coverage.
- Hepatitis B vaccination continues to be offered universally at birth.
- Acetaminophen remains available over the counter.

Next, President & CEO Asare welcomed NJMIHIA's newest team member, Mahako Etta, Chief of Innovation. Mahako offered brief remarks, expressing enthusiasm for joining the team and eagerness to collaborate with the Board on advancing NJMIHIA's innovation initiatives and agenda.

President & CEO Asare also acknowledged the transition of Pamela Taylor from Senior Advisor to MCQC Program Manager. President & CEO Asare indicated that NJMIHIA continues to expand its team in alignment with its enabling legislation that focuses on including individuals with lived experience and is committed to increasing the perinatal workforce. Next, President & CEO Asare welcomed a dynamic team of six experienced doulas to support the implementation of the NJMIHIA community-based doula pilot training program and to implement the doula rubric assessment tool, on behalf of NJMIHIA.

President & CEO Asare updated the Board on NJMIHIA's strategic planning process, facilitated by the Center for Health Care Strategies (CHCS). To date, CHCS has:

- Hosted focus group sessions with the NJMIHIA and MCQC Boards, and community members at the NJ Health Care Quality Institute September convening.

- Received 58 survey responses and conducted 15 interviews with community doulas, state agency staff, community members, fathers, health care providers, and other experts.
- Facilitated first strategic planning workgroup session, Organizational Self-Assessment, with NJMIHIA staff.

President & CEO Asare mentioned that the second strategic planning session with NJMIHIA staff and partners was scheduled for later the same day to review key findings from staff and external stakeholders statewide.

President & CEO Asare also updated the Board on NJMIHIA's external events. Staff participated in a variety of events such as: Scitech Scity Healthcare Innovation Engine roundtable, the McKinsey Black Economic Forum, the National Academy for State Health Policy Annual Conference, and the New Jersey Primary Care Association's Healthcare Heroes Luncheon.

President & CEO Asare welcomed NJMIHIA Governor's Fellow, Sofia Bonsignore, who provided updates on the Doula Initiatives. Sofia announced the launch of NJMIHIA's community-based doula training program on September 29, 2025 and mentioned that twenty-six applications have been received.

MCQC Program Manager, Pamela Taylor, provided updates on the Doula Rubric Assessment Tool and the Community Health Worker's pilot. Pamela also shared that NJMIHIA has provided letters of support and intent to the NJ Office of Innovation, Rutgers IFF, and Rutgers SPH to support various maternal and infant health strategies in the State.

Pamela also presented the MCQC Working Groups' final recommendations, such as:

Clinical Best Practices: Continue or expand access for the Perinatal Mental Health First Aid program, which is geared towards clinical and non-clinical professionals.

Innovation: Provide capacity-building training for community-based organizations on partnerships and grant preparedness.

Perinatal Workforce: Expand Medicaid's training approval list to include additional doula training organizations.

Emerging Issues: Identify key patient education components and employ technology-based solutions to improve patient decision-making.

Health-Related Social Needs: Develop a community engagement toolkit, including an operational checklist, guidance on ensuring diverse representation and equal contribution, and recommendation for appropriate compensation structures.

President & CEO Lisa Asare opened the floor for questions.

Community member, Karen E. Barnett, asked how the newly created training would affect individuals previously trained by HealthConnect One. Pamela clarified that it would not have impact—those trained through an approved course may continue serving families. Karen also asked how the community was informed about the training. Pamela explained that, in partnership with NJDOH and NJDHS, NJMIHIA promoted the opportunity through listservs, training contacts, social media, webinars, and the NJMIHIA and MCQC Boards.

Public Member Shakira Abdul-Ali inquired about incorporating Adverse Childhood Experiences (ACEs) into Doula and CHW trainings. President & CEO Asare noted the importance of ACEs and highlighted the inclusion of trauma-informed care and mental health first aid in the Doula Curriculum. President & CEO Asare also highlighted the Department of Children and Families' (DCF) work on ACEs. Commissioner Norbut Beyer added that families face added stressors in the current political climate and announced DCF's new Office of Resilience "Foundations Training" on trauma, ACEs, and self-regulation, which is free and available to the public. A Training of Trainers program also launched this week to expand access.

Public Member Andrea Martinez-Mejia inquired about offering NJMIHIA doula training in multiple languages. President & CEO Asare confirmed the goal of training cohorts that reflect New Jersey's cultural and linguistic diversity. MCQC Program Manager Pamela Taylor noted the training is currently piloted in English, with plans to expand to multilingual cohorts and a Training of Trainers program. Public Member Maritza Raimundi-Petroski emphasized involving identified professionals statewide as guest speakers and suggested creating a roster of multicultural subject-matter experts, potentially highlighted in the MIHIC.

## **Matters Requiring Board Action**

### **a. Approval of Minutes of June 25, 2025.**

A motion was made to approve the meeting minutes of June 25, 2025, by Public Member, Andrea Martinez-Mejia, and was seconded by Public Member, Rosalee Boyer. Commissioner Christine Norbut Beyer abstained. Remaining members voted in favor. The motion carried.

### **b. Approval of Resolution to Approve MOU between NJMIHIA and NJ Division of Labor and Workforce Development**

A motion was made to approve the MOU by Public Member, Dr. Philip Bonaparte, and was seconded by Public Member, Shakira Abdul-Ali. Governor Representative Holly Low recused. Remaining members voted in favor. The motion carried.

## **Executive Session**

There was no Executive Session.

**Public Comment**

There was no Public Comment.

**Other Business**

Dr. Philip Bonaparte inquired if NJMIHIA staff or structure could be impacted as it is an election year. President & CEO Lisa Asare responded that because NJMIHIA is established by statute and we consider our work a nonpartisan issue, the work to support healthy mothers and infants will continue. NJMIHIA is currently working hard on the strategic plan to provide a roadmap for the years ahead.

Dr. Bonaparte commended the NJMIHIA President and team for meeting on such a short time to provide the State with direction on the recommendations made by the Federal government regarding acetaminophen and vaccinations. Dr. Bonaparte requested information on how providers can be more involved in distributing science-backed information. President & CEO Asare thanked Dr. Bonaparte and highlighted the work of the MCQC Clinical Best Practices Work Group. President & CEO Asare responded that NJMIHIA will continue to provide information and engage Board members, as well as the 22 State agency partners.

**Adjournment**

Acting Vice Chair Thalia Sirjue requested a motion to adjourn. Public Member, Andrea Martinez-Mejia made the motion to adjourn. Public Member, Dr. Philip Bonaparte, seconded the motion. The meeting was adjourned.

I hereby certify this to be a true and original copy of the September 24, 2025, New Jersey Maternal and Infant Health Innovation Authority Board meeting minutes.



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Lisa Asare,  
President and CEO

**RESOLUTION OF THE NEW JERSEY  
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY  
AUTHORIZING EXTENSION TO MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE MATERNAL AND INFANT HEALTH INNOVATION  
AUTHORITY AND THE TREASURER OF THE  
STATE OF NEW JERSEY**

ADOPTED  
OCTOBER 22, 2025

WHEREAS, the New Jersey Maternal Infant Health Innovation Authority (“MIHIA”) was created pursuant to N.J.S.A. 26:18-17 et seq (the “Act”) and was created and established in, but not of, the Department of the Treasury (“Treasury”) and independent of any supervision or control by the principal departments of the Executive Branch of the State Government; and

WHEREAS, MIHIA was created to reduce maternal and infant mortality, morbidity and racial and ethnic disparities in the State and to oversee the Maternal and Infant Health Innovation Center; and

WHEREAS, in support of the purposes of MIHIA and in an effort to assist MIHIA, Treasury has provided provide support services required to carry out the administrative operations and policies of MIHIA through an inter-department government agreement Memorandum of Understanding since March 27, 2024; and

WHEREAS, in order to undertake the fiscal, procurement, human resources, public information, emergency response, ethics, and emergency response functions, MIHIA requires assistance from Treasury, which has expertise in these areas; and

WHEREAS, Treasury is willing to continue to provide these administrative and support service to assist MIHIA during its start-up of the operations; and

WHEREAS, the Board has determined that it is in the best interests of MIHIA to extend the Memorandum of Understanding between MIHIA and the Department of the Treasury attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board, that,

**RESOLUTION OF THE NEW JERSEY  
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY  
AUTHORIZING EXTENTION TO MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE MATERNAL AND INFANT HEALTH INNOVATION  
AUTHORITY AND THE TREASURER OF THE  
STATE OF NEW JERSEY**

ADOPTED  
OCTOBER 22, 2025

1. The Board authorizes the execution of this Extension to Memorandum of Understanding between MIHIA and the Department of the Treasury.
2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor for his approval, unless during such 10-day period the Governor shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

DATED: October 22, 2025

**EXTENSION TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NEW JERSEY MATERNAL INFANT HEALTH INNOVATION  
AUTHORITY AND TREASURER OF THE STATE OF NEW JERSEY**

This Amendment to Extend (“Amendment”) the Memorandum of Understanding (“MOU”), is made by and between the New Jersey Maternal and Infant Health Innovation Authority (“MIHIA”) and the State of New Jersey, The Department of the Treasury (“Treasury”), (collectively, referred to as the “Parties”). Except as otherwise defined herein, all capitalized terms shall have their meaning as set forth in the original MOU.

**WHEREAS**, MIHIA was created pursuant to N.J.S.A. 26:18-17 et seq (the “Act”) and was created and established in, but not of, the Department of the Treasury and independent of any supervision or control by the principal departments of the Executive Branch of the State Government; and

**WHEREAS**, MIHIA was created to reduce maternal mortality, morbidity and racial and ethnic disparities in the State; and

**WHEREAS**, in order to undertake the fiscal, procurement, human resources, public information, emergency response, ethics, and emergency response functions, MIHIA requires assistance from Treasury, which has expertise in these areas; and

**WHEREAS**, Treasury is willing to provide these administrative and support services to assist MIHIA in its start-up of the operations; and

**WHEREAS**, in furtherance of the mission, the Act established the New Jersey Maternal and Infant Health Innovation Authority Fund (the “Fund”), which is a special, non-lapsing fund, that shall be used to deposit such monies as may be appropriated by the State for the purpose of the Fund, and such monies as shall be received by MIHIA from the repayment of loans or other extensions of credit made pursuant to the Act; and any other such monies of MIHIA; and

**WHEREAS**, it is in the best interest of the Parties to enter into this Amendment regarding the provision of Treasury administrative and support services in support of MIHIA; and

**WHEREAS**, pursuant to N.J.S.A. 52:14-1 et seq. the Parties entered into the original MOU dated March 27, 2024, as an inter-department governmental agreement, which MOU was to remain in effect for one year, and may be extended for one year upon mutual written consent of the Parties; and

**WHEREAS**, the Parties wish to extend the MOU for one year;

**NOW, THEREFORE**, Treasury and MIHIA, in order to effectively and efficiently carry out their respective statutory mandates, do hereby agree to the following:

1. Treasury will make available on an as-needed basis Treasury staff who will utilize a portion of their time as follows:
  - a. Fiscal Activities. Treasury shall assist MIHIA in carrying out the fiscal functions related to the start-up of operations, which assistance may include, but may not be limited to:
    - i. The development and administration of the annual internal operating budget of MIHIA;
    - ii. Receipt, recording, and deposit of all revenue received in support of MIHIA, except for activities related to the designation of non-for-profit tax exempt status and the collection of tax-exempt donations;
    - iii. Review of all MIHIA's internal operating transactions that result in the disbursement of funds to pay MIHIA's operating expenses;
    - iv. Development and preparation of periodic management reports of MIHIA's receipt and disbursement of those revenues set forth in Section 1.a.ii of this Amendment to the MOU; and
    - v. Review of all invoices prior to payment, following MIHIA's confirmation of receipt of any goods and services.
  - b. Procurement Activities. Treasury shall assist MIHIA in carrying out procurement activities, in accordance with applicable Treasury Circular Letters and procurement regulations, which assistance may include, but not limited to:
    - i. Coordinate with staff to develop a scope of work for various vendors as needed;
    - ii. Distribute requests for proposals or qualifications;
    - iii. Receipt of responses; and
    - iv. Evaluation of responses and recommendations for award;Notwithstanding anything to the contrary, MIHIA shall make the final determinations of such procurement awards as required by law and pursuant to its authority under the Act.
  - c. Human Resources. Treasury shall assist MIHIA with human resources functions, which assistance may include, but may not be limited to:
    - i. Assist staff in drafting and finalizing postings for job openings, and placing such postings on appropriate public websites or other forums;
    - ii. Assist staff in its receipt, recording, and review of all resumes and applications for employment; and
    - iii. Assist staff as needed in other human resources functions such as conducting interviews, on-boarding new hires, coordinating any necessary training and disclosures, coordinating physical access, or related tasks.
  - d. Providing administrative and support services to meet the needs of MIHIA, including, but not limited to:
    - i. corporate governance and public information support services such as MIHIA Board meeting support, liaison with Governor's Office and

- Authority's Unit;
  - ii. records custodian and assistance with Open Public Records Act information requests;
  - iii. guidance on ethics matters and liaison with State Ethics Commission, media outreach and management, and legislative support;
  - iv. emergency response strategic planning for the safety of staff and visitors and in order for continuity of operations in emergencies or disasters; and
  - v. guidance on equal employment opportunities/affirmative action matters and liaison with the Division on Civil Rights and the Civil Service Commission.
2. As part of the services provided by Treasury in paragraph 1 above, in addition to any Deputy Attorney General assigned to MIHIA, Treasury will provide legal services to MIHIA from Treasury-assigned Deputy Attorneys General.
  3. Treasury agrees to provide written reports as needed, and upon request, to the MIHIA Board detailing any staff services provided for in paragraph 1 above.
  4. It is the intent of the Parties that MIHIA will not compensate Treasury for the costs incurred on behalf of MIHIA for the services provided for in paragraph 1 above.
  5. Staff services set forth in paragraph 1 will be conducted from Treasury's main or satellite offices or as otherwise allowed by Treasury policy for Treasury personnel.
  6. Treasury will identify a Treasury staff who will be the primary contact staff for the public and the MIHIA Board regarding MIHIA matters.
  7. The MIHIA Board, as constituted by statute, will function as the exclusive entity empowered to make discretionary decisions for MIHIA, including the selection of independent auditors, except as delegated from time to time.
  8. Nothing in this Amendment to the MOU shall be construed as providing Treasury an exclusive right to support MIHIA and MIHIA shall have the ability to seek these services from any other New Jersey governmental entity, including but not limited to the New Jersey Department of the Treasury.
  9. If at any time during the fiscal year Treasury determines that the funds will be insufficient to cover the above costs, Treasury shall inform MIHIA of an estimated additional amount necessary to cover the remaining salary and direct, non-salary costs for the fiscal year. Within one (1) month, MIHIA shall remit to Treasury an amount equal to such estimate to be added to the funds. This Amendment to the MOU does not make Treasury responsible for any payment on behalf of MIHIA for which MIHIA has not provided funding
  10. Treasury will continue the process started on May 1, 2024, of providing to MIHIA, by the tenth day of each month, an itemized account of all costs paid by Treasury from the

Fund during the previous month.

11. At the end of the fiscal year, Treasury shall provide to MIHIA an itemized account of all costs paid by Treasury from the Fund. MIHIA may request that Treasury return any amount remaining in the Fund or may elect to use any amount remaining for the subsequent fiscal year
12. Entry into this Amendment to the MOU by Treasury and MIHIA does not create any obligation on behalf of Treasury for or make Treasury responsible for any MIHIA budgeting, fiscal operations, or procurement. If requested by MIHIA, Treasury will assist MIHIA on budgeting (including reconciling any MIHIA bank accounts), fiscal operations, human resources, or procurement in an advisory capacity only and at no cost to MIHIA.
13. This Amendment to the MOU shall be effective as of March 27, 2025 and shall remain in effect for one year. This Amendment to the MOU may also be terminated by the Parties as set forth below.
14. The Parties acknowledge that they are both public entities of the State of New Jersey. Therefore, the Parties agree that each entity shall be liable for its own conduct and any claims against it without indemnification from the other.
15. The Parties are entering into this Amendment to the MOU for the sole purpose of evidencing the mutual understanding and intention of the Parties. It may be amended, modified, and supplemented at any time by mutual consent and in writing signed by the undersigned or their designees. This Amendment to the MOU may also be terminated by mutual consent of the Parties upon 45 days' notice. There are no third-party beneficiaries of this Amendment to the MOU.
16. All notices, demands or communications to any party to this Amendment to the MOU shall be sent to the addresses set forth below or as may be otherwise modified in writing:

<b>State of New Jersey – Department of the Treasury</b>	
Name	Amanda Truppa
Title	Director, Administration
Address	PO Box 211, Trenton, NJ 08625
Telephone	609-633-2826
Email	Administration.email@treas.nj.gov

<b>New Jersey Maternal Infant Health Innovation Authority</b>	
Name	Lisa Asare
Title	President and CEO
Address	PO Box 101, Trenton, NJ 08608
Telephone	609-246-3500
Email	Lisa.asare@njmihia.gov

17. This Amendment to the MOU may be signed in counterparts, which, when taken as a whole, shall constitute one and the same document.

**IN WITNESS WHEREOF**, The State of New Jersey, Department of the Treasury and New Jersey Maternal Infant Health Innovation Authority have executed this Amendment to the MOU on the dates below:

**State of New Jersey - New Jersey Maternal Infant Health Innovation Authority**

\_\_\_\_\_  
Lisa Asare, President and CEO

\_\_\_\_\_  
Date

**The State of New Jersey – The Department of the Treasury**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**Approved as to Form**

**Matthew J. Platkin, Attorney General**

**State of New Jersey – Department of Law and Public Safety**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**RESOLUTION OF THE NEW JERSEY  
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY  
AUTHORIZING THE APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION  
AUTHORITY AND NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES  
TO HOST THE NURTURE NJ LEADERSHIP SUMMIT**

ADOPTED  
October 22, 2025

WHEREAS, the New Jersey Maternal and Infant Health Innovation Authority (“NJMIHIA”) was created pursuant to N.J.S.A. 26:18-17 *et seq.* (the “Act”) and was created and established in, but not of, the Department of the Treasury and independent of any supervision or control by the principal departments of the Executive Branch of the State Government; and

WHEREAS, NJMIHIA was created to reduce maternal mortality, morbidity and racial and ethnic disparities in maternal and infant health outcomes in the State and to continue the work of the Nurture NJ initiative; and

WHEREAS, NJMIHIA’s mission is to serve as the statewide coordinating entity responsible for ensuring all mothers in New Jersey have the support they need for a healthy pregnancy and birth, by addressing racial disparities in maternal and infant mortality rates, ensuring that infant and perinatal care is provided on an equitable basis; and

WHEREAS, to advance its mission, NJMIHIA will convene the Nurture NJ Leadership Summit for approximately 700 attendees. A draft description of the Nurture NJ Leadership Summit describes the event as follows: “Through a partnership with NJMIHIA and NJ DCF, the Nurture NJ Leadership Summit will bring together leaders in maternal and infant health from across sectors – from hospital CEOs, to doulas, to midwives, to government leaders, to mothers – to explore the importance of building trust and community in order to make New Jersey the safest, most equitable state in the nation to deliver and raise a baby;” and

WHEREAS, the Board has determined that it is in the best interest of NJMIHIA to provide funding to the New Jersey Division of Children and Families to host the Nurture NJ Leadership

**RESOLUTION OF THE NEW JERSEY  
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY  
AUTHORIZING THE APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION  
AUTHORITY AND NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES  
TO HOST THE NURTURE NJ LEADERSHIP SUMMIT**

ADOPTED  
October 22, 2025

Summit, as detailed in the Memorandum of Understanding attached hereto as Exhibit A.” NJMIHIA’s financial contribution will fund NJMIHIA’s facilitation of the Nurture NJ Leadership Summit personnel, consultants, materials & supplies, and other expenses such as travel, lodging, venue, and continuing education support.

NOW, THEREFORE, BE IT RESOLVED by the Board, that,

1. The Board authorizes the approval of the Memorandum of Understanding as set forth in Exhibit A.
2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor for his approval, unless during such 10-day period the Governor shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

DATED: October 22, 2025

## EXHIBIT A

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY**  
**AND**  
**THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES**  
**TO HOST THE NURTURE NJ LEADERSHIP SUMMIT**

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”) is between Maternal and Infant Health Innovation Authority (“NJMIHIA”) and New Jersey Department of Children and Families (“NJDCF”) each a “Party” and, collectively, the “Parties,” effective as of the last date signed below, it to memorialize the Parties understanding regarding the hosting of the Nurture NJ Leadership Summit: United for Change, Centered in Community (“Nurture NJ Leadership Summit”) for approximately 700 attendees.

**WHEREAS**, in 2018, First Lady Tammy Murphy convened the first Black Maternal and Infant Health Leadership Summit. On Maternal Health Awareness Day in 2019, she launched Nurture NJ, a statewide initiative committed to reducing maternal and infant mortality in New Jersey and ensuring equitable care among women and children of all races and ethnicities

**WHEREAS**, in 2021, the Nurture NJ Maternal and Infant Health Strategic Plan was released as a blueprint to make New Jersey the safest, most equitable state in the nation to deliver and raise a baby-

**WHEREAS**, in 2023, NJMIHIA was established to continue the work of the Nurture NJ initiative pursuant to N.J.S.A. 26:18-17 et seq. to reduce maternal mortality, morbidity and racial and ethnic disparities in the State, and is charged with establishing and overseeing the New Jersey Maternal and Infant Health Innovation Center which shall coordinate with governmental agencies, as well as private organizations, to, among other things: (a) provide perinatal, infant care, related health services and other services to the residents of the City of Trenton; (b) promote equitable maternal and infant health care services; and (c) implement strategies related to health care and social service delivery, perinatal workforce development, community engagement, data collection, research, and analysis; and (d) serve as an incubator of new enterprises, therapeutics, and technological innovations leading to better health outcomes and reduced mortality and morbidity rates for women and children. NJMIHIA is responsible for coordinating efforts and strategies to reduce maternal mortality, morbidity, and racial and ethnic disparities that exist within New Jersey.

**WHEREAS**, to advance its mission, NJMIHIA will convene the Nurture NJ Leadership Summit for approximately 700 attendees.

## **I. SCOPE OF WORK**

NJMIHIA will provide funding in the amount of \$280,000.00 to NJ DCF to host, on a date no later than December 30, 2025, the Nurture NJ Leadership Summit for approximately 700 attendees. A draft description of the Nurture NJ Leadership Summit describes the event as follows: “Through a partnership with NJMIHIA and NJ DCF, the Nurture NJ Leadership Summit will bring together leaders in maternal and infant health from across sectors – from hospital CEOs, to doulas, to midwives, to government leaders, to mothers – to explore the importance of building trust and community in order to make New Jersey the safest, most equitable state in the nation to deliver and raise a baby.” NJMIHIA’s financial contribution will fund NJMIHIA’s facilitation of the Nurture NJ Leadership Summit personnel, consultants, materials & supplies, and other expenses such as travel, lodging, venue, and continuing education support.

### **Deliverables Timeline:**

NJMIHIA will provide funding in the amount of \$280,000 to NJ DCF for the items and activities identified by the Stockton University Child Welfare Education Institute as budget expenditures for the Nurture NJ Leadership Summit described in Scope of Work and summarized above.

## **II. TERM OF AGREEMENT**

The Agreement becomes effective upon execution by both the President and CEO of NJMIHIA and the Commissioner of NJ DCF and shall remain in full force for twelve months.

## **III. PROJECT ADMINISTRATION**

### **Source of Funds to NJMIHIA from NJDCF**

Funding for the Agreement will be supported through funds allocated within NJMIHIA’s FY26 state appropriation, subject to the approval of the Director of the Division of Budget and Accounting now known as the Office of Management and Budget.

- (1) The budget shall not exceed \$280,000.00 and shall be used as described in the Scope of Work.
- (2) Once this agreement has been fully executed and a payee account number has been identified, NJMIHIA through the Department of Treasury shall process a payment(s) not to exceed \$280,000.00. Any unused portion of NJMIHIA funds must be returned to NJMIHIA upon the completion or end date of the Agreement, June 30, 2026.
- (3) NJMIHIA has the right to audit records maintained by NJ DCF for this program.

## **IV. RIGHTS AND OBLIGATIONS OF NJ DCF**

- A. NJ DCF will work collaboratively with NJMIHIA to adhere to managing the development, planning, marketing, and budget of the Maternal and Infant Health Summit incorporated in Exhibit A to bring together leaders in maternal and infant health from across sectors – from hospital CEOs, to doulas, to midwives, to government leaders, to mothers – to explore

the importance of building trust and community in order to make New Jersey the safest, most equitable state in the nation to deliver and raise a baby.

- i. NJ DCF shall seek NJMIHIA's input on the development of the Scope of Work.
- ii. NJ DCF will provide NJMIHIA with electronic copies of the final written materials within the Scope of Work.
- iii. NJ DCF agrees to cooperate with any monitoring, evaluation, and/or audit that may be conducted by NJMIHIA or its designees and authorized agents.
- iv. NJ DCF shall make available to NJMIHIA pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit under the Agreement, including but not limited to those materials that demonstrate the number of parents served by the funding. NJMIHIA shall have access to all records and/or data regarding the program during normal business hours during the term of the Agreement, any extensions thereof, and the seven-year record retention period.
- v. NJ DCF shall retain fiscal and statistical records, supporting documents, and all other records related, in any way, to the Agreement for a period of seven years after the expiration or termination of the Agreement. If any litigation, claim or audit is started before the expiration of the seven-year retention period, all records and supporting documents shall be retained until all such litigation, claims, and audit findings are resolved.
- vi. NJ DCF shall submit a closeout letter via email to NJMIHIA describing the completion of the work plan deliverables by June 30, 2026.

## **V. RIGHTS AND OBLIGATIONS OF NJMIHIA**

- A. NJMIHIA shall collaborate with NJ DCF and its contractor on the development of the Scope of Work.
- B. NJMIHIA shall provide subject matter expertise as necessary to ensure written materials within the Scope of Work are accurate.
- C. NJMIHIA shall post about the Summit on its website and social media channels and disseminate it to other key stakeholders to raise awareness of the Summit.

## **VI. MODIFICATIONS**

The Agreement may be modified at any time by mutual written amendment signed by the authorized representative of the respective Parties. All modifications to the Agreement will be appended to and become part of the Agreement.

## **VII. TERMINATION**

Each Party shall have the right to terminate the Agreement by mailing the other Party written notice of termination by certified mail, return receipt requested, and email at least thirty (30) days prior to the termination date.

The Parties agree that major changes to the Agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such changes deemed necessary by the Commissioner of NJ DCF shall be immediately incorporated into the Agreement.

## **VIII. DISPUTE RESOLUTION**

In the event a dispute arises between the Parties concerning the Agreement, the Commissioner of NJ DCF and the CEO of NJMIHIA or their appointed representatives, shall meet to resolve such dispute.

## **IX. ENTIRE AGREEMENT**

The Agreement reflects the entire understanding of the Parties, and it supersedes any prior understandings of the Parties. It may not be amended, modified, or supplemented except by mutual consent of the Parties in writing and signed by the authorized representatives of each Party.

## **X. CONFIDENTIALITY**

The obligations of both Parties under the Agreement are subject to the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena. Notwithstanding any confidentiality obligations, the terms and pricing of the Agreement are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena. In the event either Party receives a request for the other Party’s Confidential Information pursuant to a court order, subpoena, or other operation of law, and if permitted by law, the receiving Party shall provide the other with as much written notice as reasonably practicable and indicate the intended response. Each Party may then take any action it deems appropriate to protect its information.

## **XI. PERFORMANCE STANDARDS**

Both Parties agree to carry out their responsibilities under the Agreement in good faith and in accordance with the timelines and deliverables outlined herein. If either Party fails to meet its obligations, the other Party may request corrective action in writing. Continued funding and participation in this initiative are contingent upon satisfactory performance, and any unresolved nonperformance may be addressed through available remedies included in the Agreement, such as potential termination or return of unspent funds.

## **XII. PRINCIPAL CONTACTS**

The principal contacts for all notifications required or otherwise necessary under the Agreement shall be as follows:

**NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY**

Lisa Asare, President and CEO

Lisa.Asare@njmihia.gov

**NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES**

Nicole Brossoie

Nicole.Brossoie@dcf.nj.gov

*The remainder of this page is intentionally left blank*

**IN WITNESS WHEREOF**, all Parties have caused the Agreement to be signed by their authorized representatives.

**FOR NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY**

_____	_____
Lisa Asare, President and CEO	Date
New Jersey Maternal and Infant Health Innovation Authority	

**FOR NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES**

<u><i>Nicole Brossoie</i></u>	<u>10/17/2025</u>
_____	_____
Nicole Brossoie, Chief of Staff/Public Affairs	Date
New Jersey Department Children and Families	

**Approved as to Form**  
**Matthew J. Platkin, Attorney General**  
**State of New Jersey – Department of Law and Public Safety**

_____	_____
Deputy Attorney General	Date
For New Jersey Maternal and Infant Health Innovation Authority	

**RESOLUTION OF THE NEW JERSEY  
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY  
AUTHORIZING THE APPROVAL OF INTER AGENCY MASTER LEASE  
AGREEMENT BETWEEN NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
AND NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION  
AUTHORITY**

ADOPTED  
October 22, 2025

WHEREAS, the New Jersey Maternal and Infant Health Innovation Authority (“NJMIHIA”) was created pursuant to N.J.S.A. 26:18-17 *et seq.* (the “Act”) and was created and established in, but not of, the Department of the Treasury and independent of any supervision or control by the principal departments of the Executive Branch of the State Government; and

WHEREAS, NJMIHIA was created to reduce maternal mortality, morbidity and racial and ethnic disparities in maternal and infant health outcomes in the State and to continue the work of the Nurture NJ initiative; and

WHEREAS, NJMIHIA’s mission is to serve as the statewide coordinating entity responsible for ensuring all mothers in New Jersey have the support they need for a healthy pregnancy and birth, by addressing racial disparities in maternal and infant mortality rates, ensuring that infant and perinatal care is provided on an equitable basis; and

WHEREAS, in January 2021, the Nurture NJ Strategic Plan included a recommendation to establish a New Jersey Maternal and Infant Health Innovation Center (“Center”) in the State capital, Trenton, that focuses on innovation and research in maternal and infant health through collaboration with the State’s academic, philanthropic, business, and faith communities in partnership with the New Jersey Economic Development Authority, the Departments of Health, Human Services, and Children and Families, and the Office of the Secretary of Higher Education; and

WHEREAS, the Center will serve as the first-of-its kind central hub to coordinate among national, State, and local agencies, as well as private organizations, to: promote equitable maternal

**RESOLUTION OF THE NEW JERSEY  
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY  
AUTHORIZING THE APPROVAL OF INTER AGENCY MASTER LEASE  
AGREEMENT BETWEEN NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
AND NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION  
AUTHORITY**

ADOPTED  
October 22, 2025

and infant health care services; implement strategies related to health care and social service delivery, perinatal workforce development, community engagement, data collection, research, and analysis; and serve as an incubator of new enterprises, therapeutics, and technological innovations leading to better health outcomes and reduced mortality and morbidity rates for women and children; and

WHEREAS, the NJEDA has been engaged in promoting and supporting redevelopment efforts in the City of Trenton and is the owner of the Center located at Block 3902, Lot 1, Block 3901, Lot 48 and Block 3903, Lot 1, City of Trenton, Mercer County, New Jersey; and

WHEREAS, the Board has determined that it furthers NJMIHIA's mission and is in the best interest of NJMIHIA to enter into the Inter Agency Master Lease as set forth in Exhibit A for a portion of the Center for the purpose associated with the improvement of maternal and infant health in the surrounding community, including, but not limited to, subleasing portions of the Center to carry out such purpose; and

WHEREAS, Schedule 11.1 (List of Furniture), Exhibit C (Parking Plan), and Exhibit D (Annual Operating Budget) have not yet been finalized.

NOW, THEREFORE, BE IT RESOLVED by the Board, that,

1. The Board authorizes the approval of the Inter Agency Master Lease Agreement as set forth in Exhibit A, in its current form, as is, with the understanding that such approval is subject to the finalization of Schedule 11.1, Exhibit C, and Exhibit D.
2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, after a copy of the minutes of the Authority meeting at

**RESOLUTION OF THE NEW JERSEY  
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY  
AUTHORIZING THE APPROVAL OF INTER AGENCY MASTER LEASE  
AGREEMENT BETWEEN NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
AND NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION  
AUTHORITY**

ADOPTED  
October 22, 2025

which this resolution was adopted has been delivered to the Governor for his approval, unless during such 10-day period the Governor shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

DATED:       October 22, 2025

## EXHIBIT A

**INTER AGENCY MASTER LEASE AGREEMENT**

**BETWEEN**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

**AND**

**MATERNAL INFANT HEALTH INNOVATION AUTHORITY**

**PROPERTY: BLOCK 3902, LOT 1, BLOCK 3901, LOT 48 AND BLOCK 3903, LOT 1  
TRENTON, NEW JERSEY**

**Dated as of \_\_\_\_\_, 2025**

## INTER-AGENCY MASTER LEASE AGREEMENT

**THIS INTER-AGENCY MASTER LEASE AGREEMENT** (this “Lease”), made as of the last date signed below (the “Effective Date”), between **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**, having an address at 36 West State Street, P.O. Box 990, Trenton New Jersey 08625 (herein called the “NJEDA” or “Landlord”) and **MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY**, , having an address at 225 East State Street, 2<sup>nd</sup> Floor West, Trenton, New Jersey 08625 (herein called “Tenant”).

### RECITALS

**WHEREAS**, Pursuant to pursuant to the provisions of the New Jersey Economic Development Authority Act, N.J.S.A. 34:1 B I *et seq.* authorizes the NJEDA to finance, develop, lease, rent or permit the use of property as a normal course of business;

**WHEREAS**, the NJEDA has been engaged in promoting and supporting redevelopment efforts in the City of Trenton;

**WHEREAS**, on March 9, 2022, the members of the NJEDA authorized entering into that certain Memorandum of Understanding between the NJEDA and Kean University, through its John S. Watson Institute for Urban Policy and Research) (“Kean”) dated as of March 14, 2022, whereas the NJEDA contracted Kean to: (i) conduct an environmental scan of collaborations, programs and services related to maternal and infant health in Trenton, New Jersey; (ii) develop community engagement methodologies based on such scans to build community trust; (iii) conduct initial community engagement allowing for community involvement and ownership of the Center’s goals; (iv) collaborate with Stockton University to gather and analyze data through community engagement process informing the development of an integrated, place-based, community-designed Center supporting equitable maternal and infant health outcomes; and (v) prepare status reports of the foregoing;

**WHEREAS**, on March 9, 2022, the members of the NJEDA authorized the execution of that certain Third Amendment to Real Estate Advisory Consulting Services Contract by and between the NJEDA and Jones Lang LaSalle Americas, Inc. (“JLL”), whereby JLL continued to provide the NJEDA with consulting services related to the construction of the Center;

**WHEREAS**, on December 13, 2023, the members of the NJEDA authorized entering into a Memorandum of Understanding with the New Jersey Department of Community Affairs whereby the NJEDA will accept up to Twenty Million and 00/100 Dollars (\$20,000,000.00) in American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds appropriated to the NJEDA for the construction of the Center;

**WHEREAS**, on April 10, 2024, the members of the NJEDA authorized awarding the following lead roles for the Center granting each of the following a five (5) year contract with two (2) five (5) year renewal options, in accordance with the NJEDA’s Maternal and Infant Health Innovation Center Lead Role 2023 Request for Proposal: (i) Capital Health Systems as the Center’s Lead Healthcare Clinical Service Provider; (ii) Rutgers University (leading a consortium including Mercer Community College, Stockton University, The College of New Jersey and Thomas Edison

State University as the Center's Lead Institution of Higher Education; and (iii) Trenton Health Team as the Center's Lead Trenton-Based Multi-Service Organization;

**WHEREAS**, on May 8, 2024, the members of the NJEDA authorized entering into a Memorandum of Understanding among the NJEDA, the Trenton Board of Education and the New Jersey Schools Development Authority for the NJEDA's purchase of the real estate located at Block 3902, Lot 1, Block 3901, Lot 48 and Block 3903, Lot 1, City of Trenton, Mercer County, New Jersey;

**WHEREAS**, on June 12, 2024, the members of the NJEDA authorized the awarding of contracts to Ballinger for architectural and engineering work related to the Center and to Torcon for construction management relating to the Center following a request for proposals process;

**WHEREAS**, the NJEDA is the owner of the Maternal Infant Health Innovation Center (the "Center") constituting the Land and Improvements (as hereinafter defined) located at Block 3902, Lot 1, Block 3901, Lot 48 and Block 3903, Lot 1, City of Trenton, Mercer County, New Jersey;

**WHEREAS**, P.L.2023, c.109 (C.26:18-21) approved the formation of the Center to focus on maternal and infant health;

**WHEREAS**, the Tenant is looking to master lease a substantial portion of the Center from the NJEDA and cover all associated costs thereto, including, but not limited to, operating and maintenance costs, with the intent to provide quality maternal and infant care to the surrounding community;

**WHEREAS**, the NJEDA's master leasing such portion of the Center to the Tenant furthers the NJEDA's objective to assist in redevelopment in the State of New Jersey and to carry out the purposes of P.L. 2023, CHAPTER 109;

**WHEREAS**, the NJEDA agrees to master lease such portion of the Center to Tenant for the purpose associated with the improvement of maternal and infant health in the surrounding community, including, but not limited to, subleasing portions of the Center to carry out such purpose;

**WHEREAS**, Tenant agrees to lease such portion of the Center from the NJEDA for such purpose; and

**WHEREAS**, the Tenant agrees to sublease portions of the Center in accordance with the form sub-lease to be drafted by NJEDA for Tenant's review following the execution of this Lease(the "Form of Sublease");

**NOW, THEREFORE**, in consideration of the mutual exchange of promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the NJEDA and Tenant agree as follows:

## **ARTICLE 1 DEFINITIONS**

- 1.1. As used herein, the following terms and phrases shall have the meanings indicated:
- (a) “Additional Rent”: All monies hereunder due from Tenant pursuant to this Lease paid to third parties other than the Fixed Rent and Annual Operating Rent which are paid to Landlord.
  - (b) “Alterations”: Defined in Section 11.5.
  - (c) “Annual Operating Rent”: Defined in Section 3.2.
  - (d) “Commencement Date”: The date the temporary certificate of occupancy for the Center is issued.
  - (e) “Common Areas” means (i) those exterior areas of the Center intended for the non-exclusive use of Tenant and all sub-tenants of the Center and their respective agents, employees, invitees and licensees, including parking and (ii) the interior area of the Center intended for the non-exclusive use of Tenant and all sub-tenants of the Center and their respective agents, employees, invitees and licensees in common with the Landlord and other parties.
  - (f) “Event of Default”: Defined in Section 16.1.
  - (g) “Fixed Rent”: Defined in Section 3.1.
  - (h) “Fund”: Defined in Section 13.2.
  - (i) “Impositions”: All Real Estate Taxes, payments in lieu of taxes, occupancy taxes, personal property taxes, water and sewer charges other than water and sewer rents (if water and sewer rents are included in Real Estate Taxes), and all other taxes and governmental charges, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever. No franchise, corporate, estate, inheritance, succession, capital levy or capital stock tax of Landlord, and no income, profit or revenue tax upon the income or receipts of Landlord, shall be included as Impositions, except that if at any time during the Term the methods of taxation shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of any Real Estate Taxes there shall be levied, assessed or imposed (i) a tax, license fee or other charge on the rents received or (ii) any other type of tax or other imposition in lieu of, or as a substitute for or in addition to the whole or any portion of any Real Estate Taxes, then the same shall be included as Impositions under this Lease.
  - (j) “Improvements”: All permanent structures, buildings, sidewalks, driveways, loading areas, base building fixtures, base building equipment, permanently affixed trade fixtures, and all other improvements whether now located or hereafter constructed or located on the Land, including the Center, but shall not include any

private, public or quasi-public improvements located or to be located adjacent to the Land, even if such improvements are necessary for the operation of the Center.

- (k) “Insurance Requirements”: The requirements, whether now or hereafter in force, of any insurer or a fire insurance rating organization or any other organization performing the same or similar functions, applicable to the Property, or the use or manner of use thereof.
- (l) “Land”: All that certain plot, piece or parcel of land in the City of Trenton, County of Mercer and State of New Jersey, more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference.
- (m) “Leased Premises”: The Land and Improvements, and Tenant’s Pro-Rata Percentage Interest of the rentable square feet of the Center, as further set forth on Schedule 1.1(l).
- (n) “Legal Requirements”: All laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, and the appropriate agencies, officers, departments, boards and commissions thereof, whether now or hereafter in force, including, but not limited to those pertaining to environmental matters, applicable to the Property or the use or manner of use of the foregoing.
- (o) “Person”: a natural person, a partnership, a corporation or any other form of business or legal association or entity.
- (p) “Property”: The Land, together with the Improvements, and all easements, rights and appurtenances to the Land.
- (q) “Real Estate Taxes”: All real estate taxes, assessments, payments in lieu of taxes and water and sewer rents, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, except to the extent the Property or any portion thereof is exempt from real estate taxes or subject to a lesser amount as a result of a PILOT (as such term is defined herein).
- (r) “Rent”: Fixed Rent, Additional Rent, Annual Operating Rent and all other amounts paid to Landlord under this Lease.
- (s) “Tenant’s Pro-Rata Percentage Interest”: The applicable square footage portion of the Center that Tenant shall actually occupy. Landlord and Tenant shall agree to enter into a Confirmation of Lease Terms upon the completion of the construction of the Center setting forth the actual rentable square foot percentage of the Center occupied by Tenant.
- (t) “Unavoidable Delay”: Any delay suffered by a party to this Lease resulting from any (i) act of God, (ii) fire, flood, earthquake, blizzard, storm or other casualty, (iii) strike, lockout or other labor dispute, (iv) riot, insurrection, civil commotion, sabotage, vandalism or enemy or hostile governmental action, (v) inability to procure labor, materials or supplies, (vi) transportation delay or freight embargo, (vii) law, statute, ordinance, order, rule, regulation or requirement of any federal,

state or municipal government, or any appropriate agency, officer, department, board or commission thereof, whether now or hereafter in force, including, without limitation, rationing or restriction in respect of any construction work or the use of labor or materials, (viii) judicial or other legal restriction or proceeding, actual or threatened, pertaining to or affecting the performance of any covenant to be performed hereunder or (ix) other condition beyond the reasonable control of the party suffering the delay.

## **ARTICLE 2**

### **DEMISE, TERM AND PERMITTED ENCUMBRANCES**

2.1. Upon and subject to the terms and conditions set forth herein, Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Leased Premises, for the sole purposes of: (i) administrative offices for the Tenant; (ii) subletting portions of the Center for research, laboratory and related manufacturing or training facilities; (iii) medical office space; (iv) educational administrative offices; (v) educational programming; (vi) innovation as related to maternal and infant health; and (vii) a maternal data center. Tenant covenants that it will not use the Leased Premises, or permit the Leased Premises to be used, for any other business or purpose without the prior written approval of Landlord, which approval shall be at Landlord's sole discretion.

2.2. In addition, Tenant has a revocable license to use the Common Areas. Tenant will be responsible for creating a parking rules and regulations. Tenant will ensure that visitors and subtenants comply with rules and regulations. Use of the parking is at the Tenant's, subtenants, their employees and invitees own risk. [REDACTED] of the parking spaces located in the parking area designated on **EXHIBIT C** are for the non-exclusive use of Tenant, its subtenants, its agents, employees, contractors, licensees, customers or business invitees. Notwithstanding anything herein to the contrary, Landlord shall be responsible for maintaining the parking spaces set forth on **EXHIBIT C**, provided however, Landlord shall pass through any and all costs and expenses incurred to Tenant as part of the Annual Operating Budget (as such term is defined herein).

2.3. The initial term of this Lease (the "Initial Term") shall be the five (5) year period commencing on the Commencement Date and continuing to and ending at midnight on the day immediately preceding the five (5) year anniversary of the Commencement Date, unless this Lease is sooner terminated in accordance with Article 16 of this Agreement. Tenant, its employees, agents and invitees shall have access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week

2.3.1 The Tenant may, with Landlord's prior written consent, exercise one (1) five (5) year renewal term (the "Renewal Term" and, together with the Initial Term, collectively, the "Term") provided that the Tenant is not in default under this Lease. To exercise such option to renew, Tenant shall provide the Landlord with prior written notice no later than twelve (12) months prior to the expiration of the Initial Term. All terms of the Lease, including, without limitation, Rent, shall remain the same during any Renewal Term.

2.4. The Leased Premises is being leased, and Tenant agrees to accept the Leased Premises, subject to the following encumbrances to the extent that they affect the Leased Premises which encumbrances shall be deemed to be "Permitted Encumbrances" under this Lease:

2.4.1 Zoning regulations and ordinances, any historical district statutes, ordinances, laws, rules and regulations, to the extent applicable, building restrictions and regulations of the City of Trenton and the County of Mercer;

2.4.2 If permitted by applicable Legal Requirements, the lien of any real estate taxes, special assessments, payments in lieu of taxes, water frontage and/or meter charges, and sewer rents not yet due and owing;

2.4.3 Any encroachments of any building or improvement, if any, upon, under or above any street or highway or any adjoining property, and any similar encroachment projecting upon, under or above the Leased Premises;

2.4.4 Any slope and drainage rights, covenants, construction easements for road widening, the bed of any road, utility easements, subsurface conditions and/or encroachments;

2.4.5 The lien of any assessment which is or may become payable in annual installments, of which any installment is then a charge or a lien, provided that apportionment thereof is made on the date hereof, and any assessments or pending assessments for which a lien or liens have not yet been filed or recorded in the appropriate offices; and

2.4.6 The standard printed exceptions contained in any policy of title insurance issued to Landlord by the Title Company.

### **ARTICLE 3 FIXED ANNUAL RENT**

3.1. The fixed annual rent ("Fixed Rent") during the Term shall be:

3.1.1 One and 00/100 Dollars (\$1.00) per annum on the anniversary of the Commencement Date; and

3.1.2 all amounts paid to Tenant pursuant to Section 3.1.1, Additional Rent (payments of Additional Rent by subtenants and paid by Tenant to Landlord shall reduce the Additional Rent owed by Tenant pursuant to this Lease) and Annual Operating Rent.

3.2. In addition to Section 3.1, Tenant shall pay, as Additional Rent, all the costs included in the operating budget, including, but not limited to, any third-party property management costs and expenses incurred by Landlord, attached hereto as **Exhibit D** (the "Annual Operating Budget"), pro-rated on a twelve (12) month basis (the "Annual Operating Rent") on the first day of each month. The Annual Operating Rent shall be charged to Tenant in accordance with Section 3.3.

3.2.1 Within one hundred eighty (180) calendar days of the end of each Term year, Landlord shall conduct an Annual Operating Budget reconciliation that compares the actual costs and expenses incurred by Landlord passed through to Tenant pursuant to the terms of this Lease to the amounts set forth in the Annual Operating Budget.

3.2.2 In the event the actual costs and expenses incurred by Landlord as set forth in Section 3.2.1 are greater than the allocated amounts set forth in the Annual Operating Budget

for that Term year, Tenant shall reimburse Landlord such deficit within ninety (90) calendar days of receipt of notice of such underpayment.

3.2.3 In the event the actual costs and expenses incurred by Landlord as set forth in Section 3.2.1 are less than the allocated amounts set forth in the Annual Operating Budget for that Term year, Landlord shall credit such overpayment against the next year's Annual Operating Budget in the following calendar year, amortized over such twelve (12) month period.

3.3. Commencing on the Commencement Date of this Lease and on the first (1<sup>st</sup>) day of each calendar month thereafter, Tenant covenants that it shall pay one-twelfth (1/12<sup>th</sup>) of the Fixed Rent and Annual Operating Rent to the Landlord. Tenant shall pay all other Rent when such amounts becomes due and payable hereunder or as otherwise provided herein. All rental payments must be made by electronic transfer of funds as directed by Landlord at the address of Landlord, as set forth in Section 3.4, or such other place as may be designated by Landlord.

3.4. Rent and other charges payable by Tenant hereunder shall be paid promptly when due, without notice or demand therefore, and without deduction, abatement, counterclaim or set-off of any amount for any reason whatsoever except as herein expressly provided to the contrary. All amounts payable by Tenant to Landlord under the provisions of this Lease shall be paid to Landlord in lawful money of the United States at the place provided herein for notices to Landlord or at such other place and/or to such other person as Landlord may from time to time designate by notice to Tenant. Until such time as Landlord shall designate otherwise, all amounts payable by Tenant to Landlord under the provisions of this Lease shall be paid to:

Juan Burgos  
Vice President of Real Estate, Construction and Infrastructure  
New Jersey Economic Development Authority (NJEDA)  
36 West State Street  
P.O. Box 990  
Trenton, New Jersey  
08625-0990  
(609) 858-6880

3.5. In the event that any installment of Rent due hereunder shall be overdue for a period of ten (10) days, a "Late Charge" equal to five percent (5%) or the maximum rate permitted by law, whichever is less ("Late Payment Rate") for Rent so overdue may be charged by Landlord for each month or part thereof that the same remains overdue. In the event that any check tendered by Tenant to Landlord is returned for insufficient funds, Tenant shall pay to Landlord, in addition to the Late Charge, a fee of Fifty and 00/100 Dollars (\$50.00). Any such Late Charges if not previously paid shall, at the option of the Landlord, become Rent and added to and become part of the next succeeding Rent payment to be made hereunder.

#### **ARTICLE 4 NET LEASE**

4.1. Except as herein expressly provided to the contrary, this Lease is intended to be, and shall be construed as, an absolute triple net lease, whereby under all circumstances and conditions (whether now or hereafter existing or within the contemplation of the parties) the Fixed

Rent, shall be absolutely net to Landlord, and Tenant shall pay all obligations and charges of every kind and nature whatsoever, which now exist or which shall arise or be incurred, or are now due or shall become due in respect of or in connection with the Property and the utilities, leasing, security, insurance, operation, management, rebuilding, restoration, use or occupation thereof or any portion thereof and the costs of any environmental investigation and remediation (except to the extent, if any, except if the same arise from the gross negligence or willful misconduct of Landlord or its employees, agents or representatives).

4.2. Notwithstanding anything contained herein the contrary and notwithstanding whether Landlord or Tenant has the economic responsibility to pay for such item pursuant to the terms of this Lease; provided, however, subject to the economic responsibilities set forth herein, Landlord shall be responsible for: (1) performing all structural and basic repairs and maintenance as to the interior, exterior and Common Areas; (2) emergency repairs; (3) obtaining the following insurance, at its own cost, in addition to the insurance that is being maintained by Tenant: (i) \$2,000,000 Commercial General Liability; (ii) \$1,000,000 per accident automobile liability (and Commercial Umbrella Insurance if necessary); (iii) Commercial Property Insurance covering the full value of the Center (excluding any Tenant's Alterations and Tenant Work); and (iv) Pollution Legal Liability covering \$5,000,000; (4) providing lawn care and landscaping for the Common Areas; (5) providing snow shoveling and plowing and snow and ice removal from the parking area, sidewalks, drives and roadways on the Common Areas; (6) keeping in good order and repair and maintain, in accordance with all applicable Legal Requirements and Insurance Requirements, the fire water pump, pump house, sewer, water, gas, electrical and fire lines located in the Center; (7) maintaining and servicing the heat, air-conditioning, ventilation, mechanical, electrical, gas and plumbing systems for the Leased Premises; (8) providing a dumpster near the Center for Tenant's and subtenant's use for ordinary and customary office refuse; and (9) providing janitorial services to the Common Areas.

## **ARTICLE 5**

### **REAL ESTATE TAXES AND IMPOSITIONS**

5.1. Tenant, and any subtenants permitted under this Lease, shall be responsible for Tenant's Pro-Rata Percentage of the Real Estate Taxes on the Property, if the Property is not exempt from Real Estate Taxes. If applicable, such Real Estate Taxes may be through a Payment in Lieu of Taxes ("PILOT") as required under N.J.S.A. §52:27I-30. In connection with the foregoing sentence, Landlord shall enter into a PILOT agreement with the City of Trenton in a form reasonably satisfactory to Landlord (the "PILOT Agreement"). Tenant, its assignees or subtenants agree to pay Tenant's Pro-Rata Share of the Real Estate Taxes through such PILOT payments to the extent applicable; provided, further, Tenant shall be responsible for collecting from each subtenant such PILOT Payments when due. Tenant and Landlord acknowledge and agree that the City of Trenton is a third-party beneficiary of the obligations of Tenant, its assignees and its subtenants under the PILOT Agreement, and as such third-party beneficiary, the City of Trenton has the right to pursue a breach of contract against Tenant, its assignees and its subtenants under the PILOT Agreement. If the PILOT Agreement is not secured or becomes invalid or unenforceable, Tenant shall pay, if applicable, and shall collect monthly from any subtenants such subtenant's proportional share, if applicable, Tenant's Pro-Rata Percentage of the Real Estate Taxes.

5.2. Tenant shall also pay (or cause to be paid), as herein provided, all of the Impositions during the Term levied, assessed or imposed upon or relating to all or any part of the Property or arising from or levied against the ownership, leasing, operation, use, occupancy or possession of all or any part of the Center.

5.3. Landlord shall submit to Tenant true copies of the Real Estate Tax bills, if any, or any bills/invoices under the PILOT Agreement, if any, and any bills which shall be received by Landlord for Impositions (not including Impositions for which Tenant shall be billed directly or for which Tenant shall be required by law to file a tax return), together with a statement of the facts and information needed to calculate the amounts due and payable from Tenant for such Real Estate Taxes and Impositions pursuant to the provisions of Section 5.1 and Section 5.3 and this Section, and Tenant shall pay such amounts in respect of such Real Estate Taxes and Impositions to Landlord as Additional Rent on or before the later of (a) the 10th day after Tenant receives from Landlord the foregoing copy and statement in respect thereof or (b) the fifth (5th) day before the last day on which such Real Estate Taxes or Impositions may be paid without penalty or interest being charged thereon.

## **ARTICLE 6**

### **USE, OPERATION AND COMPLIANCE**

6.1. Tenant may use and occupy the Leased Premises (or permit the use and occupancy of the Leased Premises by permitted users and occupants) for the purposes set forth in Section 2.1 and for no other use or purpose; provided, however, Landlord has made no representations or warranties in respect of the fitness or the zoning of the Leased Premises. Tenant shall not use, improve, occupy or permit or suffer the use, improvement or occupancy of the Leased Premises or any part thereof (a) in any manner which will constitute a violation of the Legal Requirements or the Insurance Requirements or (b) in any manner which would cause any fire insurance or other policy or policies of insurance in respect of the Leased Premises or protecting Landlord to be cancelled.

6.2. Tenant shall promptly comply or cause compliance with all Legal Requirements and Insurance Requirements, foreseen or unforeseen, ordinary as well as extraordinary, whether or not the same shall presently be within the contemplation of the parties hereto and whether or not the same shall require any structural or extraordinary repairs or Alterations. Tenant shall also promptly comply or cause compliance with all of the provisions of all instruments of record on the date hereof insofar as they shall be in force and shall relate to all or any part of the Leased Premises.

6.3. Tenant, after notice to Landlord, may contest any Legal Requirement in any manner permitted by law, and Tenant may defer compliance therewith during the pendency of such contest, provided and upon condition that (a) such noncompliance shall not constitute a criminal act on the part of Landlord or subject Landlord to any fines or penalties, (b) such non-compliance will not result in any lien, charge or other liability of any kind against the Landlord or the buildings or other improvements constructed or to be constructed on the Land or against the interests of Landlord or Tenant in this Lease, (c) such non-compliance will not place the Property, including the Leased Premises in reasonably likely danger of being forfeited or lost, (d) such contest shall be without cost, liability or expense to Landlord, and (e) Tenant shall prosecute such contest with due diligence and in good faith. Landlord shall reasonably cooperate with Tenant and shall execute any documents or pleadings reasonably required for the purpose of any such contest. Landlord

reserves the right to evaluate on a case-by-case basis the merits of Tenant's contest and reserves the right to refuse to cooperate in contesting if, in the reasonable determination of Landlord, such contest would not be in the public interest.

6.4. Tenant shall obtain and keep in full force and effect any and all necessary permits, licenses, certificates, or other authorizations required in connection with the lawful and proper use, occupancy, operation and management of the Leased Premises, and Tenant shall pay for all costs and expenses (including attorneys' fees) in connection therewith.

6.5. No abatement, diminution or reduction of any Rent or other charges payable by Tenant hereunder shall be claimed by or allowed to Tenant for any inconvenience, annoyance, interruption, cessation or loss of business or other occurrence, including, without limitation, such as are caused directly or indirectly by any Unavoidable Delay.

## **ARTICLE 7 UTILITIES**

7.1. Tenant shall be solely responsible for all utility usage (i) water, (ii) sewer, (iii) gas, (iv) electricity, (v) internet, (vi) phone and (vii) oil, to the Leased Premises, as well as all costs and expenses associated therewith, as set forth in the allocated amounts for such costs and expenses in the Annual Operating Budget. Landlord intends for all utilities servicing the Leased Premises to be separately metered and billed to Tenant or subtenants; provided, however, if separate meters are not feasible for such utilities, then such utilities shall be proportioned in accordance with the applicable square footage basis among Tenant or subtenants. Tenant shall arrange for and promptly pay when due all amounts and charges for the providing of all utilities and services required, used, rendered or supplied in or to the Leased Premises during the Term. Notwithstanding the foregoing, Landlord shall have no obligations to furnish telephone, telecommunication or internet services to the Leased Premises, and such obligation shall be the sole responsibility of Tenant.

7.2. In the event Tenant subleases all or any portion of the Leased Premises, Tenant shall be responsible for billing, allocating and collecting of payment for all utility services set forth in Section 7.1 from each subtenant in accordance with their pro-rata portion of such utilities. At all times during the Term and while an effective sublease is in place, Tenant shall bill such utilities at least one (1) month in arrears. In no event shall Landlord be responsible for payment of any utility costs.

7.3. Landlord is not and shall not be required to furnish to Tenant, any subtenant or any other occupant of the Leased Premises any additional or new utility, facility, equipment, labor, material or service of any kind whatsoever unless paid for by that party (but Landlord shall cooperate, as reasonably requested from time to time (and provided that such cooperation is at no out-of-pocket cost to Landlord that is not reimbursed), in the obtaining of any of the foregoing).

7.4. Landlord shall contract with a reputable private refuse removal company for the removal and disposal of any solid waste (other than solid wastes lawfully discharged through any sewer system or conventional waste haulers and any Hazardous Waste) as related to the Common Areas, the costs and expenses of which shall be borne by Tenant as set forth in the Annual Operating Budget in accordance with the Tenant's Pro-Rata Percentage Interest. Tenant, at its sole cost and expense, shall contract with either (i) Landlord or (ii) a reputable private refuse removal

company for the removal and disposal of any solid waste (other than solid wastes lawfully discharged through any sewer system or conventional waste haulers) as related to the Leased Premises. Notwithstanding anything to the foregoing, Tenant, at its sole cost and responsibility, shall be responsible for the removal of all Hazardous Substance (as such term is defined herein) on and from the Land in compliance with all Environmental Laws (as such term is defined herein) and industry standards.

## **ARTICLE 8 REPAIR AND MAINTENANCE**

8.1. Landlord shall, throughout the Term, keep and maintain the Leased Premises in good, clean and orderly condition, free of accumulation of dirt and rubbish. Tenant shall not commit, permit or suffer the commission of, any waste, damage or injury to the Leased Premises. Notwithstanding anything to the contrary herein, all costs and expenses related to the maintenance and repair obligations of Landlord under this Article 8 shall be included in the Annual Operating Budget, unless explicitly stated otherwise herein.

8.2. Periodic inspections of the Leased Premises by the Landlord may be conducted throughout the Term at Landlord's sole discretion, so long as such inspections are conducted pursuant to this Section 8.2. Tenant shall permit Landlord or any authorized representative of Landlord to enter the Leased Premises at all reasonable times, and upon reasonable prior notice, for the purpose of inspecting all or any part thereof or performing maintenance or making any repairs to the Leased Premises or any part thereof that Landlord is permitted to do under the provisions of this Lease.

8.3. Any repairs to the building shell constructed by Landlord pursuant to Section 11.1, the building Systems or any other critical element of the Center, as determined in Landlord's sole discretion (each a "Capital Repair"), shall be an allocated expense of Tenant based on Tenant's Pro-Rata Percentage Interest pursuant to the Annual Operating Budget; provided that Capital Repairs shall be amortized (with interest at the annual rate of the applicable federal rate from the Internal Revenue Service then in effect at the time of the completion of the Capital Repair based on the number of years such amortization) on a straight-line basis over the useful life of such Capital Repair as Landlord shall determine in its sole discretion and the amount included in the then applicable Annual Operating Budget shall be equal to the annual amortized amount.

## **ARTICLE 9 INTENTIONALLY OMITTED**

## **ARTICLE 10 ENVIRONMENTAL MATTERS**

10.1. Starting on the Commencement Date and during the Term, Tenant shall comply with all applicable local, State and/or Federal Environmental Laws with respect to Tenant's construction, possession, use and occupancy of the Leased Premises. "Environmental Laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 98-489, 100 Stat. 1613, 1986); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6801 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601; the Clean Water

Act, 33 U.S.C. Section 407 et seq.; the Clean Air Act, 42 U.S.C. Section 7901 et seq.; the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq.; the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. (“ISRA”); and any and all other present or future federal, state or local laws, statutes, ordinances, regulations, executive orders or orders of local code officials in any way related to the protection of human health, safety or the environment, and applicable to the Leased Premises or any activities conducted thereon by Tenant or its permitted subtenants. Tenant will keep the Leased Premises free of any lien imposed pursuant to any Environmental Laws. Hazardous Substance means (1) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a “hazardous substance”, “hazardous material”, “hazardous waste”, “infectious waste”, “toxic substance”, “toxic pollutant” or any other formulation in such Environmental Laws intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (2) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources, (3) petroleum products and by products, polychlorinated biphenyl, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), and (4) all healthcare, infectious, pathological, pharmaceutical and radioactive waste, including such waste that may be contaminated by blood, body fluids or other potentially infectious materials, including, but not limited to, needles, syringes, body parts, body fluids, contaminated medical devices and disposable masks.

10.2. Tenant covenants to promptly investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Substance caused by the acts or omissions of Tenant or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant’s sole cost and expense; such investigation, clean up and remediation to be performed in accordance with all applicable Environmental Laws and to the reasonable satisfaction of Landlord and after Tenant has obtained Landlord’s written consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay all costs and expenses arising during the Term of this Lease relating to the environmental condition of the Leased Premises arising after the Commencement Date, regardless of the nature of such environmental condition.

10.3. Tenant warrants that it will promptly deliver to the Landlord verbal and follow-up copies of all permits, licenses, and notices of violation submitted by the Tenant to, or received from, any federal, state, county or municipal environmental agency, including without limitation the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection. Upon the request of Landlord, Tenant shall provide Landlord with reasonably available evidence of Tenant’s compliance with Environmental Laws.

10.4. In addition to Tenant’s obligations hereunder, to the extent applicable, Tenant shall, at Tenant’s own expense, comply with the reporting requirements of the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq. and the Toxic Catastrophe Prevention Act, N.J.S.A. 13: 1K-19 et seq.

10.5. Landlord makes no representation or warranty as to the environmental condition of the Leased Premises.

10.6. In addition to the foregoing obligations of Tenant, at all times during its or any of its subtenant's occupation of the Leased Premises, Tenant shall not, and shall cause its subtenants to not, dispose of any Hazardous Substances or biomedical wastes through the sewer system or any of the dumpsters located on the Leased Premises. Tenant shall store and dispose of all biomedical waste and hazardous substances used in Tenant's, or any of its subtenants', operations in accordance with all applicable laws, including the Environmental Laws, until such hazardous substances and/or biomedical waste is removed. Tenant and its subtenants shall not be permitted to incinerate any biomedical waste or Hazardous Substances at the Leased Premises in accordance with Environmental Laws.

10.7. At the expiration or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord free of any and all Hazardous Substances, and in compliance with all Environmental Laws, excepting, however, any such presence of Hazardous Substances or any such noncompliance with Environmental Laws due to the acts of Tenant, subtenant or any contractor or invitee.

10.8. Subject to the provisions of this Article, and subject to the Tenant not posing any unreasonable risk of harm to the Center or people, Tenant shall be entitled to use and store on the Leased Premises the Hazardous Substances that are necessary for Tenant's or subtenant's business provided that they shall be stored in "de minimus" quantities (as defined under ISRA) and further provided that such usage and storage, and Tenant's and subtenant's disposal of all waste resulting therefrom, are in full compliance with all applicable Environmental Laws.

10.9. The Tenant recognizes that no adequate remedy at law may exist for a breach of this Article 10. Accordingly, Landlord may obtain specific performance of any provisions of this Article 10. This Article 10 shall not be construed to limit any remedies which either party may have against the other at law or in equity for a breach of this Article 10. It is agreed that a number of immaterial breaches of this Article 10 occurring over time and with some regularity may, cumulatively, reasonably be deemed to constitute a material breach. Landlord shall inform Tenant in writing if Landlord believes that a number of immaterial breaches have occurred which could in the foreseeable future amount to a material breach.

10.10. The provisions of this Article 10 shall survive expiration or earlier termination of this Lease. No subsequent modification or termination of this Lease by agreement of the parties or otherwise, shall be construed to waive or to modify any provisions of this Article 10 unless the termination or modification agreement or other document expressly so states in writing.

10.11. During the Lease, Landlord or its agent shall be permitted to enter the Leased Premises during reasonable business hours for the purpose of performing an environmental audit. Landlord shall use reasonable efforts to minimize Landlord's interference with Tenant's operations during such environmental audits.

## **ARTICLE 11 CONSTRUCTION OF IMPROVEMENTS**

11.1. Landlord shall be responsible for the design of the Center, provided, however, that Tenant, and any subtenant that has entered into an effective sublease, may provide Landlord with input related to the design of the Center, Improvements, including, but not limited to, any necessary

wiring for phone and internet connections, as instructed by Tenant, and demising walls, floor and ceilings with stubbed mechanical and electric and plumbing for Tenant and any subtenant (“Basis of Design”) attached as **Exhibit E**, subject in each case to Landlord’s Construction Budget attached hereto as **Exhibit F** (the “Construction Budget”). Landlord’s obligation to make any alteration or modification to the Leased Premises shall cease upon the construction of the building shell (demising walls, floor and ceilings with stubbed mechanical and electric and plumbing for Tenant and any subtenant) of the Leased Premises.

11.2. Landlord shall provide the initial furniture for the Leased Premises as set forth on Schedule 11.2 attached hereto. After furnishing all of the items on Schedule 11.2, Landlord shall have no further obligation to provide any furniture or fixtures to Tenant under this Lease.

11.3. Prior to the Effective Date and the commencement of the construction of the Center, Tenant has reviewed and provided input into the design of the Center, which has been agreed upon by Landlord. After the Effective Date, Tenant shall have the right to include all reasonable requests and reasonable level of detail as to the construction of the Center; provided, however, Landlord shall have no requirement to comply with any request that would result in any costs or expenses in excess of the Construction Budget or any allocation of costs and expenses as set forth therein.

11.4. Subject to Section 11.1, Tenant and/or each of its subtenants shall solely bear the costs and expenses related to all repairs, restorations, Alterations, fixtures and equipment, and all other work to the interior of the Leased Premises, including, but not limited to, modifications related to obtaining required approvals, permits and certificates from governmental authorities having jurisdiction over the Leased Premises (collectively, “Tenant Work”). Prior to the commencement of any Tenant’s Work, Tenant shall be required to obtain the prior written consent of Landlord of all plans, specifications and drawings related thereto, with such consent not being unreasonably delayed, conditioned or withheld. Tenant’s Work shall include any personal property, moveable equipment or trade fixtures not mounted to the interior of the Leased Premises. In no event shall Tenant or any of its subtenants be permitted to perform structural repairs or construction to the Leased Premises without the express prior written consent of Landlord.

11.5. All Tenant’s Work shall be performed in a safe, diligent, first-class workmanlike manner and in accordance with all Legal Requirements, Insurance Requirements, the plans and specifications submitted therefor and approved in any case when approval thereof is required under the provisions of this Article. The Leased Premises shall at all times be free from any (a) liens for labor performed or claimed to have been performed or materials supplied or claimed to have been supplied and (b) chattel mortgages, conditional sales contracts, title retention agreements, security interests and agreements, mortgages, financing agreements, financing statements and any similar agreements.

11.6. At all times, Tenant shall have valid building permits for such construction and shall use first class materials for the construction of any Tenant’s Work. All permits, certificates and other authorizations shall be obtained by Tenant, at Tenant’s sole cost and expense. Tenant shall obtain a permanent certificate of occupancy from the appropriate governmental authority prior to: (i) the expiration of the temporary certificate of occupancy delivered on the Commencement Date or (ii) such other date as may be required by applicable Legal Requirements, for its permitted use hereunder.

11.6.1 Any signs posted by Tenant and/or its subtenants or contractor(s) shall be in conformance (in all material respects) with all applicable codes, ordinances, laws, and regulations and Landlord's prior approval.

11.6.2 For all Tenant's Work such Tenant's Work shall be subject to the requirements of prevailing wage (N.J.S.A. 34:1B-5.1) and affirmative action (N.J.S.A. 34:1B-5.4) requirements of Landlord.

11.7. Tenant or any subtenant, at their own cost and expense, shall alter the interior of the Leased Premises and may make from time to time, any alterations, additions, changes, replacements, installations or improvements (herein collectively called "Alterations"), in or to the interior of the Leased Premises, but in each case Tenant and/or subtenant shall submit to Landlord detailed plans and specifications of such Alteration prepared by a registered architect or professional engineer Without Landlord's approval, Tenant shall not make any Alteration which would materially adversely affect the value of the Leased Premises, and shall not demolish or remove, or cause, suffer or permit the demolition or removal of, any building system. In performing and constructing any Alterations, Tenant shall obtain Landlord's approval (in Landlord's reasonable discretion) or if Landlord shall fail to approve or disapprove of any Alteration within thirty (30) days after Tenant's written request therefor, and all necessary permits, certificates and authorizations and shall, to the extent applicable, comply with all applicable Legal Requirements. Tenant's and each subtenant's contractors and subcontractors shall not be required by the Landlord to obtain any bonds provided that Tenant and each subtenant covenants that all construction and improvements will be completed free and clear of all mechanics' liens. If mechanics' liens arise with respect to the construction of Tenant's or any subtenant's improvements and said liens are not removed within thirty (30) days by Tenant or such subtenant, Tenant or such subtenant must agree to pay such costs and expenses associated with removing such lien. Lien waivers and evidence of insurance shall be required from Tenant's and any subtenant's contractor and subcontractors. After completion of the Improvements, Tenant, subtenants and their contractors, architects and agents will be given reasonable access to the Center to complete all Alterations.

11.8. Promptly after completion any Alterations, Tenant, at no cost to Landlord, shall provide Landlord with a complete set of as-built plans and specifications therefor.

## **ARTICLE 12 INSURANCE**

12.1. Tenant shall maintain in full force during the Lease hereof at its' sole cost and expense the following types and minimum amounts of insurance:

12.1.1 Commercial General Liability and, if necessary, Commercial Umbrella insurance with a combined limit of not less than two million dollars (\$2,000,000) each occurrence. Insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising out of, occasioned by, or resulting from, products, completed operations, personal injury and advertising injury, premises, operations, independent contractors, and liability assumed under an insured contract. Any deductible, or self-insured retention, applicable to the aforementioned insurance shall be approved by Landlord, such approval not to be unreasonably withheld or delayed, and written using ISO endorsement CG 03

00 (or a substitute providing similar terms and conditions) which otherwise requires the Tenant to be responsible for the deductible or retention. If such Commercial General Liability insurance contains a General Aggregate limit, it shall apply separately to the Leased Premises. Landlord shall be included as an insured under the Tenant's Commercial General Liability policy using ISO additional insured endorsement CG 20 11 (or a substitute form providing similar coverage), and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other Commercial General Liability insurance or self-insurance programs afforded to the Landlord with respect to the Leased Premises. If the aforementioned insurance is written on a claims made basis, the Tenant warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning from the time the lease is terminated and provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date.

12.1.2 Automobile Liability and, if necessary, Commercial Umbrella insurance with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned vehicles. Landlord shall be included as an insured under the Tenant's Automobile Liability policy using ISO additional insured endorsement CA 20 01, (or a substitute form providing similar coverage), and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other Automobile Liability insurance or self-insurance programs afforded to the Landlord with respect to the Center.

12.1.3 Workers' Compensation, and Employers' Liability covering all of its employees on, in, or about the Leased Premises in accordance with applicable statutes of the State of New Jersey and endorsed to include coverage for any federal or other state law that may be found to have legal jurisdiction. The Employers' Liability limits shall not be less than Five Hundred Thousand dollars (\$500,000) each accident for bodily injury by accident or each employee for bodily injury by disease.

12.1.4 Commercial Property Insurance covering Tenant's property, fixtures, equipment and Alterations, covering one hundred percent (100%) of the full replacement cost of the property insured. Coverage is to include business income, business interruption or extra expense and loss of rents and in no event shall Landlord be liable for any business income or other consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord or its agents. Commercial Property Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 10 30 00 (or a substitute providing similar terms and conditions). Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form. Any deductible, or self-insured retention, applicable to the aforementioned insurance shall be approved by Landlord, such approval not to be unreasonably withheld or delayed. Landlord shall be included as a Loss Payee and such insurance shall provide that proceeds for damage or destruction to Leased Premises payable thereunder shall be payable to the Landlord and the Tenant as their respective interest may appear.

12.2. Landlord shall maintain or cause to be maintained in full force during the Lease hereof at its sole cost and expense the following types and amounts of insurance:

12.2.1 Commercial General Liability, and if necessary, Commercial Umbrella Insurance with a combined limit of not less than two million dollars (\$2,000,000) for bodily injury and property damage, to include liability assumed under an insured contract.

12.2.2 Automobile Liability, and if necessary, Commercial Umbrella Insurance with a limit of not less than one million dollars (\$1,000,000) each accident, to cover owned, hired and non-owned vehicles.

12.2.3 Commercial Property Insurance covering the full replacement value of the Center as built-up from time to time, excluding Alterations and any alterations, fixtures or personal property installed by Tenant or tenants. Commercial Property Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 10 30 00 (or a substitute providing similar terms and conditions). Such insurance shall carry a maximum deductible of \$200,000.00, as amended from time to time by agreement between Landlord and tenants. The Tenant's pro rata share of the deductible under such insurance policy for any claims involving the Leased Premises shall be paid as Additional Rent.

12.2.4 Pollution Legal Liability covering losses which may arise from the Center of not less than five million dollars (\$5,000,000) policy aggregate, inclusive of legal and clean-up costs. A deductible of not more than \$100,000 will be applied to each incident, inclusive of legal and clean-up costs. Coverage shall include Bodily Injury and Property Damage resulting from either On-Site or Off-Site Pollution Conditions as defined by the policy contract.

12.3. Tenant and Landlord hereby waive any recovery of damages and rights against each other (including their employees, directors, officers, agents or representatives) for loss or damage to the Leased Premises, Alterations and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or boiler and machinery insurance required above. Tenant waives all rights against the Landlord and its agents for recovery of damages to the extent these damages are covered by the Commercial General Liability, Automobile Liability or Commercial Umbrella Liability insurance maintained by Tenant. If the policies of insurance purchased by Tenant as required above do not expressly allow the insured to waive rights of subrogation prior to loss, the insured shall cause them to be endorsed with a waiver of subrogation as required above.

12.4. All insurance policies required hereunder shall be issued by an insurance company or companies authorized to do business in the State of New Jersey with a current A.M. Best's rating of no less than A.

12.5. By the Commencement Date and upon each renewal of its insurance policies, Tenant shall furnish to Landlord a certificate of insurance, executed by a duly authorized representative of each insurer, evidencing compliance with the insurance requirements set forth herein. All certificates shall provide for thirty (30) days written notice to the Landlord prior to cancellation and/or material change of any insurance required hereby. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability on any kind upon the company, its agents or representatives" shall be deleted from the certificate form's cancellation provision. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver to Tenant's obligation to maintain such

insurance. Failure to maintain the required insurance may result in termination of this Lease at Landlord's option. Tenant shall provide certified copies of all insurance policies required within ten (10) days of Landlord's written request for such policies. If Tenant fails to provide the required evidence of insurance within thirty (30) days after notice of demand, Landlord shall have the right, but not the obligation, to purchase said insurance at Tenant's expense, and in connection therewith, including without limitation, Landlord's reasonable attorneys' fees, on demand as Rent. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability.

12.6. Tenant shall also provide such additional types of insurance in such amounts as Landlord shall from time to time reasonably require.

### **ARTICLE 13**

#### **DAMAGE OR DESTRUCTION**

13.1. Landlord agrees that if the Leased Premises is damaged by fire or other casualty to an extent not rendering it completely untenable, Landlord shall promptly cause such damage to be repaired and restored excluding any Alterations provided the repairs and restoration can be completed within two hundred forty (240) business days and, except if such fire or casualty is caused by a violation of applicable regulations or intent or gross negligence on the part of the Tenant, a pro rata portion based on the untenable square feet of the Leased Premises of the Rent and Additional Rent, and other payments hereunder shall abate from the date of such damage to the date of completion of such repairs and restoration. If Landlord so repairs and restores, Tenant shall promptly thereafter restore all Alterations.

13.2. If the Leased Premises shall be damaged by fire or other casualty to an extent rendering it completely untenable, Landlord shall promptly cause such damage to be repaired and restored promptly excluding any Alterations provided the repairs and restoration can be completed within two hundred forty (240) business days and, except if such fire or casualty is caused by a violation of applicable regulations or intent or gross negligence on the part of the Tenant, Rent and other payments hereunder shall abate completely from the date of such damage to the date of completion of such repairs and restoration. If Landlord so repair and restores, Tenant shall promptly thereafter restore all Alterations.

13.3. If the Leased Premises cannot be restored to tenantable condition within the two hundred forty (240) business day period set forth in Section 13.1 or Section 13.2, as determined by a qualified architect, engineer, contractor or other qualified professional reasonably approved by Landlord, then Landlord may terminate this Lease by written notice to Tenant no later than fifteen (15) days after notice of such professional determination. In the event that Landlord so terminates this Lease, and if no Event of Default exists (except for an Event of Default which cannot be cured because of such casualty to the Leased Premises) hereunder, Rent shall be prorated as of the date of the termination, and this Lease shall terminate as if the Term hereof had expired.

13.4. All repairs and restoration conducted by or on behalf of Landlord pursuant to this Section 13 shall be completed with due and reasonable diligence.

## **ARTICLE 14 CONDEMNATION**

14.1. If the entire Leased Premises or a portion of the Center is taken by right of eminent domain for any public or quasi-public use or by private purchase in lieu thereof and such taking of a portion of the Center renders the Leased Premises not reasonably accessible or usable, then this Lease shall automatically end on the earlier of the date title vests or the date Tenant is dispossessed by the condemning authority.

14.2. If the Lease is canceled as provided in Section 13.1, then the Rent, Additional Rent and other charges shall be payable up to the cancellation date. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent, if any, less any sum then owing by Tenant to Landlord.

14.3. Landlord reserves all rights to damages paid because of any partial or entire taking of the Leased Premises. Tenant assigns to Landlord any right Tenant may have to the damages or award. Further, Tenant shall not make claims against Landlord or the condemning authority for damages.

## **ARTICLE 15 EVENT OF DEFAULT**

15.1. An "Event of Default" shall occur after the applicable notice and grace periods described in Section 15.2 have expired if Tenant:

15.1.1 does not pay in full when due any and all installments of Rent or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by Tenant; or

15.1.2 violates or fails to perform or otherwise breaks any material covenant, agreement or obligation under this Lease; or

15.1.3 vacates the Leased Premises; or

15.1.4 allows any judgment or lien to be recorded against the Center or the Leased Premises; or

15.1.5 shall assign, mortgage or encumber this Lease, or sublet the whole or any part of the Leased Premises, other than as expressly permitted hereunder; or

15.1.6 dissolves in accordance with the laws of the State of New Jersey; or

15.1.7 if in any proceeding a receiver or trustee shall be appointed for all or any portion of the property of Tenant, and such receivership or trusteeship shall not be vacated or set aside within ninety (90) days after the appointment of such receiver or trustee.

15.2. Anything herein contained to the contrary notwithstanding, anything or act which would otherwise be an Event of Default by Tenant hereunder shall not be an Event of Default hereunder unless:

15.2.1 Tenant shall have failed to correct the alleged Event of Default within a period of fifteen (15) days after Landlord provides notice of the alleged Event of Default if the Event of Default be one which can be cured by the payment of money; or

15.2.2 Tenant shall have failed to correct the alleged Event of Default within a period of thirty (30) days after Landlord provides notice of the alleged Event of Default if the Event of Default be one which cannot be cured by the payment of money or, if the alleged default be one which cannot with due diligence be cured within said thirty (30) day period, within such additional period as is reasonably necessary to correct the alleged Event of Default, provided Tenant shall commence curing such Event of Default within said thirty (30) day period and shall thereafter diligently prosecute the curing of the alleged Event of Default.

## **ARTICLE 16 LANDLORD'S REMEDIES**

16.1. As used in this Article, the term "Default Rent" refers to the amount of the whole balance of Rent for the entire balance of the Term and Extended Term for which Tenant has become bound, or any part of such charges and any other damages due to Landlord from Tenant under this Lease from and after the date of occurrence of an Event of Default.

16.2. Landlord may declare the whole balance of Default Rent for the entire balance of the TERM or any part of such charges and any other damages due to Landlord from Tenant under this Lease to be due and immediately payable.

16.3. Landlord may terminate this Lease by sending to Tenant a written Notice of Termination no less than twenty-one (21) days before the Termination and thereby immediately, upon such twenty-first (21st) day, without the need to take any further action, terminate, cancel and extinguish all of Tenant's rights of possession and occupancy to or in the Leased Premises.

16.4. Landlord may relet the Leased Premises or any part or parts thereof to such person or persons as may, in Landlord's discretion, be best; and Tenant shall be liable for any loss of Default Rent. In the event that Landlord relets the Leased Premises or any part or parts thereof at a rent higher than Tenant's rent, Tenant shall have no claim for such excess rents. Any such re-entry or re-letting by Landlord under this Section shall be without prejudice to Landlord's claim for actual damages (including but not limited to the costs of reletting), and shall under no circumstances, release Tenant from liability for the payments of Default Rent and such damages arising out of the breach of any of the covenants, terms, and conditions of this Lease. Landlord shall in no event be liable in any way whatsoever for its failure or refusal to relet the Leased Premises or any part thereof, or in the event that the Leased Premises is relet for its failure to collect the rent under such reletting, and no such refusal or failure to relet or failure to collect rent shall release or affect Tenant's liability for damages or otherwise under this Lease. Landlord shall not in any event be required to pay to Tenant any surplus of any sums received by Landlord on a reletting of all or any part of the Leased Premises in excess of the Rent and other charges reserved in this Lease.

16.5. Tenant shall pay to Landlord, promptly after demand, such actual, reasonable out-of-pocket costs and expenses as Landlord may incur, including, without limitation, court costs and

attorneys' fees and disbursements, in enforcing the performance of any obligation of Tenant under this Lease.

16.6. In the event of any breach or threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity. The specified remedies of Landlord under the provisions of this Lease are cumulative and are not intended to be exclusive. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity.

16.7. Tenant, for itself and any and all persons claiming by, through or under Tenant, including, without limitation, Tenant's creditors, hereby waives any and all rights of redemption provided or permitted by any statute, law or decision now or hereafter in force, and does hereby waive, surrender and give up all rights and privileges which it or they may or might have under and by reason of any present or future law or decision, to redeem the Leased Premises or for a continuation of this Lease after any termination, reentry or dispossession hereunder.

16.8. Landlord's remedies under this Lease shall be cumulative and concurrent.

#### **ARTICLE 17**

#### **WAIVER OF TRIAL BY JURY AND COUNTERCLAIM AND NO CONSEQUENTIAL DAMAGES**

17.1. Each of Landlord and Tenant hereby waives all right to trial by jury in any summary or other action, proceeding or counterclaim arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, the Leased Premises and the use and occupancy thereof, and any claim of injury or damages.

17.2. Any waiver by a party of a breach by the other party under this Lease shall be limited to a particular breach so waived by said first party and shall not be deemed a waiver of any other remedy by said first party.

17.3. In no event shall Landlord be liable to Tenant for any incidental, indirect, special or consequential damages, whether based upon contract, negligence, tort or other theory of law.

#### **ARTICLE 18**

#### **QUIET ENJOYMENT**

18.1. Tenant, for so long as this Lease shall be in full force and effect (and provided that there is at such time no uncured Event of Default), shall and may peaceably hold and enjoy the Leased Premises during the Term, without any interruption or disturbance from Landlord, subject, however, to the provisions of this Lease.

#### **ARTICLE 19**

#### **SURRENDER OF PROPERTY AND TITLE TO PROPERTY**

19.1. Title to the Leased Premises, Tenant Work and Alterations which constitute real property shall remain in Landlord unless and until such time as Tenant has acquired the Property in accordance with Article 32 hereof.

19.2. Tenant shall, upon the expiration of the Term for any reason whatsoever (other than under Article 32 hereof), surrender the Leased Premises, Tenant Work, the Alterations and any other improvements to Landlord broom clean and in good order, condition and repair, except for reasonable wear and tear and damage by fire and other casualty.

19.3. Title to all personal property of Tenant shall remain in Tenant and upon expiration of the Term (other than under Article 32 hereof) Tenant upon demand of Landlord shall, promptly remove such personal property, and Tenant shall promptly repair any resultant damage to the Leased Premises. The provisions of this Article shall survive the expiration of the Term.

19.4. Any personal property of Tenant that shall remain in, at or upon the Leased Premises for the period of ten (10) days after the expiration of the Term (other than under Article 32 hereof) may, at the option of Landlord, be retained by Landlord as its sole property or disposed of by Landlord in such manner as Landlord may see fit, without accountability therefor.

## **ARTICLE 20 HOLDING OVER**

20.1. Should Tenant hold over in possession after the expiration of the Term, such holding over shall not be deemed to extend the Term or renew this Lease; but the tenancy thereafter shall continue as a tenancy from month to month at the sufferance of Landlord pursuant to the provisions herein contained in effect immediately preceding the expiration of the Term.

## **ARTICLE 21 ASSIGNMENT AND SUBLETTING**

21.1. Tenant shall have the right to sublet all or a portion of the Leased Premises; provided, however, Tenant shall be required to (i) sublet such portion of the Leased Premises pursuant to the Form of Sublease; and (ii) obtain prior written consent of Landlord which may be withheld by Landlord in its sole discretion. Tenant shall have no right to assign this Lease.

21.2. In connection with the foregoing, (a) each executed Form of Sublease and every renewal, extension or modification thereof shall be in writing and a true, correct and complete copy thereof shall be delivered to Landlord within ten (10) days after the execution thereof and (b) a duplicate original of an agreement to attorn as aforesaid, satisfactory to Landlord, executed and acknowledged by the subtenant of each executed Form of Sublease, shall be delivered to Landlord within ten (10) days after the execution of such sublease. Tenant hereby agrees for the benefit of Landlord that Tenant will fully and faithfully perform and observe its obligations under any such permitted sublease. Landlord acknowledges and agrees that all obligations of Tenant hereunder may be delegated to, and performed by, a subtenant or sub-subtenant, and Landlord shall accept any such performance provided that Tenant also remains responsible for Tenant's obligations under the Lease.

21.3. Notwithstanding any assignment or sublease, including, without limitation, any assignment or sublease permitted under this Article, the original Tenant named herein (or its successor by law) shall remain fully liable for Tenant's obligations under this Lease. If this Lease shall be assigned or if the Leased Premises or any part thereof shall be sublet or occupied by any person or persons other than the original Tenant named herein (or its successor by law), Landlord

may collect rent from any assignees and (from and after a default by Tenant under this Lease, beyond applicable notice periods) from any subtenants or occupants, and apply net amounts collected to the Rent and other charges payable by Tenant hereunder, and no assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Article, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of any person from the further performance and observance by such person of the obligations hereunder on the part of Tenant to be performed. Any violation of any provision of this Lease, whether by act or omission, by any assignee, subtenant or other occupant, shall be deemed a violation of such provision by both the original Tenant named herein (or its successor by law) and the then Tenant, it being the intention and meaning of the parties hereto that both the original Tenant named herein (or its successor by law) and the then Tenant shall be liable to Landlord for any and all acts and omissions of any and all assignees, subtenants and other occupants of the Leased Premises.

21.4. If any bona fide sublease to a subtenant, then in the event of the cancellation or termination of this Lease in accordance with the terms hereof (unless such termination shall arise under Article 13 or 14) or of the surrender of this Lease whether voluntary, involuntary or by operation of law, prior to the expiration date of such subtenant's sublease, provided (a) such subtenant observes and performs all of its obligations under such sublease, (b) at the request of Landlord, such subtenant agrees to make full and complete attornment to Landlord for the balance of the term of such sublease, (c) such subtenant's sublease complies with the provisions of Section 21.2 and (d) Tenant or such subtenant pays Landlord's costs and expenses in connection with the review of such sublease and the preparation of any agreement required of Landlord under this Article, then the sublease shall continue as a direct lease from Landlord to the subtenant, upon and subject to all of the provisions of said sublease for the remainder of the term thereof, except that Landlord shall not be (i) liable to the subtenant for any act or omission, neglect or default on the part of Tenant, as sublandlord under the sublease, (ii) responsible for any monies owing by or on deposit with Tenant as sublandlord under the sublease, to the credit of the subtenant whether in the nature of security or otherwise, except to the extent such monies are delivered to Landlord, (iii) subject to any counterclaim or set-off which theretofore accrued to the subtenant against Tenant, as Sublandlord under the sublease, (iv) bound by any previous modification of the sublease or by any previous prepayment of rent or additional rent or other charges for more than one month which was not approved in writing by Landlord or its predecessors in interest, (v) liable to the subtenant beyond the equity of Landlord in the Leased Premises or (vi) responsible for the performance of any work to be done by the Sublandlord under the sublease to render the subleased Leased Premises ready for occupancy by the subtenant or (vii) required to remove any person occupying the subleased premises or any part thereof. Within thirty (30) days after request from Landlord, which shall not be made more frequently than once in any calendar year, Tenant shall notify Landlord of each sublease which is then in effect and qualifies for attornment under this Section 21.4. Such notice shall set forth, in respect of each such sublease, the name of the subtenant, the date of such sublease and any modifications thereof and the space covered thereby. If requested by Tenant or any specific subtenant, Landlord will enter into an agreement in recordable form prepared by Tenant or such subtenant confirming Landlord's obligations to such subtenant pursuant to this Section 21.4.

## **ARTICLE 22**

### **COLLATERAL ASSIGNMENT OF SUBLEASES**

22.1. Tenant hereby assigns, transfers and sets over to Landlord, all of the right, title and interest of Tenant in and to each and every sublease now or hereafter executed relating to the Leased Premises or any part thereof, the rents or other sums of money now or hereafter due and payable thereunder, and all security now held by or hereafter paid to or deposited with Tenant thereunder, such assignment to become operative and effective, at Landlord's option, only in the event that any Event of Default shall occur hereunder.

22.2. Tenant shall not, without the prior written consent of Landlord, receive or collect any of the rents or other sums of money now or hereafter due and payable under any sublease for a period of more than one (1) month in advance (other than advance rent to accrue during the last month of the term of such sublease), nor pledge, transfer, mortgage, hypothecate, encumber or assign future payments of any such rents or other sums of money.

## **ARTICLE 23**

### **ESTOPPEL CERTIFICATES**

23.1. Either party hereto shall, within ten (10) business days after each and every request by the other party, execute, acknowledge and deliver to requesting party a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified, and stating the modifications), (b) specifying the dates to which the Rent and other charges payable by Tenant hereunder have been paid, (c) stating whether or not, to the best knowledge of the party executing such statement, the other party is in default in performance or observance of its obligations under this Lease, and, if so, specifying each such default, (d) stating whether or not, to the best knowledge of the party executing such statement, any event has occurred which with the giving of notice or passage of time, or both, would constitute a default by the other party under this Lease, and, if so, specifying each such event and (e) any other matter reasonably requested from the other. Any such statement delivered pursuant to this Section may be relied upon by any current or prospective purchaser of the Leased Premises or any current or prospective assignee of Tenant's leasehold estate.

## **ARTICLE 24**

### **INVALIDITY OF PARTICULAR PROVISIONS**

24.1. If any provision of this Lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

## **ARTICLE 25**

### **FEE MORTGAGES**

25.1. As used herein, "Fee Mortgage" shall mean any mortgage, pledge or similar instrument, including, without limitation, any modification, amendment, spreader, consolidation or renewal thereof, which constitutes a lien on Landlord's interest in or to this Lease or Landlord's

fee interest in or to all or any portion of the Leased Premises. In the event Landlord obtains a Fee Mortgage, Landlord shall subordinate such Fee Mortgage to this Lease in accordance with the terms and conditions of a commercially reasonable subordination, non-disturbance and attornment agreement by entering into such agreement with such mortgagee promptly upon receipt of written request therefore by Tenant.

25.2. Landlord's reversion or other estate and the leasehold estate of Tenant under this Lease shall not merge, but shall always remain separate and distinct, notwithstanding that both interests shall come into the same person, unless such merger shall have been expressly consented to.

## **ARTICLE 26 BROKER**

26.1. Tenant and Landlord acknowledge that neither party has been represented by a real estate broker.

## **ARTICLE 27 NOTICES**

27.1. All notices, consents, approvals, demands and requests which are required or desired to be given by either party to the other hereunder shall be in writing and shall be sent by United States registered or certified mail and deposited in a United States post office, return receipt requested and postage prepaid, or by national overnight courier service. Notices, consents, approvals, demands and requests which are served upon Landlord or Tenant in the manner provided herein shall be deemed to have been given or served for all purposes hereunder on the day on which the same is received (or on which receipt is refused).

27.2. The addresses for Notice to each party shall be as follows (or to such other or additional address(es) as such party may theretofore have designated by notice to the other party pursuant to this Article 27):

### If to Lessee:

Lisa Asare  
President and Chief Executive Officer  
Maternal and Infant Health Innovation Authority  
225 East State Street, 2nd Floor West  
Trenton, NJ 08625  
Lisa.Asare@njmihia.gov

### If to Lessor:

Juan Burgos  
Vice President of Real Estate and Infrastructure  
New Jersey Economic Development Authority (NJEDA)  
36 West State Street  
P.O. Box 990

Trenton, New Jersey  
08625-0990  
(609) 858-6880

With a copy to:  
Meredith I. Friedman, Deputy Attorney General  
New Jersey Division of Law  
Hughes Justice Complex  
25 Market Street  
P.O. Box 106  
Trenton, New Jersey 08625-0106  
Facsimile: 609-777-3055

## **ARTICLE 28**

### **LIMIT OF LIABILITY**

28.1. Tenant shall look solely to the equity of Landlord in and to the Leased Premises in the event of breach or default by Landlord pursuant to the provisions of this Lease, and Tenant agrees that the liability of Landlord under this Lease shall not exceed the value of such equity of Landlord in and to the Leased Premises. As provided in Section 17.3, in no event shall Landlord be liable to Tenant for any incidental, indirect, special or consequential damages, whether based upon contract, negligence, tort or other theory of law. No properties or assets of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) arising out of, or in connection with, this Lease; and if Tenant shall acquire a lien on any other properties or assets of Landlord by judgment or otherwise, Tenant shall promptly release such lien or such other properties and assets by executing, acknowledging and delivering to Landlord an instrument to that effect prepared by Landlord's attorneys.

#### 28.2. Personal Obligations:

28.2.1 Landlord, for itself and its successors and assigns, agrees that the obligations of Tenant under or with respect to this Lease do not constitute personal obligations of the directors or officers, of Tenant, or any of them, and shall not create or involve any claim against, or personal liability on the part of, any of them and that Landlord and all persons claiming by, through or under Landlord will not seek recourse against such directors or officers or any of them or any of their personal assets for satisfaction of any liability of Tenant in respect of this Lease.

28.2.2 Tenant, for itself and its successors, agrees that the obligations of Landlord under or with respect to this Lease do not constitute personal obligations of the directors, officers, members, partners, shareholders or owners of Landlord, or any of them, and shall not create or involve any claim against, or personal liability on the part of, any of them and that Tenant and all persons claiming by, through or under Tenant will not seek recourse against such directors, officers, members, partners, shareholders or owners or any of them or any of their personal assets for satisfaction of any liability of Landlord in respect of this Lease.

28.3. This Lease is not an obligation of the State of New Jersey or any political subdivision thereof nor shall the State or any political subdivision thereof be liable for any of the

obligations under this Lease. Nothing contained in this Lease shall be deemed to pledge the general credit or taxing power of the state or any political subdivision thereof.

## **ARTICLE 29 MEMORANDUM OF LEASE**

29.1. Neither party shall file a short form lease in recordable form during the Term of this Lease.

## **ARTICLE 30 CHOICE OF LAW; VENUE**

30.1. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to its principles of conflicts of laws. Tenant hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Lease may be brought in the Courts of the State of New Jersey venued in Mercer County. By execution and delivery of this Lease, Tenant hereby irrevocably accepts and submits generally and unconditionally for itself and with respect to its properties, to the jurisdiction of any such court in any such action or proceeding, and hereby waives in the case of any such action or proceeding brought in the courts of the State of New Jersey venued in Mercer County, any defenses based on jurisdiction, venue or forum non conveniens.

## **ARTICLE 31 EXHIBITION OF PROPERTY**

31.1. Tenant shall permit Landlord, its brokers, consultants and agents to enter the Leased Premises at all times during usual business hours (upon reasonable notice) to exhibit the same for purposes of sale, or mortgage, or lease. Any such entry by Landlord shall be in a manner reasonably intended to minimize any interference with the operation of the Leased Premises. Tenant shall be given a reasonable opportunity to have one or more representatives accompany Landlord during any such entry.

## **ARTICLE 32 PURCHASE OPTION**

32.1. Landlord hereby grants to Tenant the option to purchase the Property by providing prior written notice at least twelve (12) months before the expiration of the Term, on the terms and conditions set forth in this Article 32, but any exercise of said option shall be suspended and of no effect at the option of the Landlord if either Tenant gives notice to Landlord exercising said option during the continuance of an Event of Default or the date fixed for the conveyance of the Property occurs during the continuance of an Event of Default (it being understood and agreed, however, that Tenant shall have the right to exercise such option after such Event of Default has been cured in accordance with Section 16.1). Subject to Section 14.1.1, the purchase price for the Property under such option shall be the sum of One and 00/100 Dollars (\$1.00) (the “Purchase Price”).

32.2. Tenant may exercise said option only by giving to Landlord written notice of such exercise accompanied a deposit (the “Deposit”) by either a wire transfer to an account designated by Landlord or good certified check, payable to the order of Landlord, in either event in the sum

often percent (10%) of the Purchase Price (as defined below). In no event will Landlord be required to accept an endorsed check.

32.3. The Property shall be sold, and title thereto is to be conveyed, with the same quality of title that Landlord received from Trenton Board of Education subject only to:

32.3.1 the Permitted Encumbrance existing on the Commencement Date of this Lease and any additional title exceptions which shall arise between the date hereof and the closing of title;

32.3.2 all notes and notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the department of housing and buildings, fire, labor, health or other State or municipal department having jurisdiction, against or affecting the Property as of the date of the closing of title;

32.3.3 any state of facts an accurate survey or inspection may show;

32.3.4 this Lease; and

32.3.5 any subleases or licenses, and the rights of the subtenants, licensees and other occupants of all or any part of the Property upon the closing of title.

32.4. By reason of this Lease, there shall be no apportionments between Landlord and Tenant.

32.5. All real and personal property attached to and used in connection with the Property and owned by Landlord shall be included in the sale but without any representation, warranty or liability on Landlord's part.

32.6. Tenant agrees promptly after exercise of its option under this Article 32 to order a report on title from a licensed, reputable title insurance company and to notify Landlord not more than five (5) days after the receipt by Tenant of the report on title or any amendment thereof of any exceptions, defects or objections which Tenant claims are not covered by the "subject to" clauses of this Article 32 or otherwise accepted by Tenant.

32.7. If at the date of the closing of title there are any liens or encumbrances which Landlord is obligated to pay and discharge in accordance with the terms of this Lease, Landlord, at the closing of title, shall either (x) give Tenant a credit against the Purchase Price (or make a payment to Tenant) in an amount sufficient to satisfy the same (and Landlord shall simultaneously deliver to Tenant at the closing title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments) or (y) provided that Landlord has made arrangements with the title insurance company employed by Tenant in advance of closing, deposit with said company sufficient moneys, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to Tenant free of any such liens and encumbrances). The existence of any liens or encumbrances shall not be deemed objections to title if Landlord shall comply with the foregoing requirements.

32.8. If (by no fault of Landlord) Landlord is unable to convey title in accordance with the terms of this Article 32 and Tenant will not accept whatever title Landlord is able to convey without reduction of the Purchase Price, then the sole liability of Landlord will be to refund to Tenant the Deposit and upon such refund being made this entire Article 32 shall become void and of no further effect, and neither Landlord nor Tenant will have any obligations of any nature to the other under this Article 32. Notwithstanding the foregoing, if Landlord shall willfully fail to convey title in accordance with this Article 32, Tenant shall have the right to pursue an action for specific performance.

32.9. The closing of title shall take place at the office of Landlord or at such other place as shall be mutually agreed upon by the parties, on the date set forth in Tenant's notice of exercise of said option or upon such other date as the parties hereto may agree upon (but not later than sixty (60) days after the exercise of said option). The costs and charges of the closing shall be paid by the parties as such costs are customarily paid in transactions in Mercer County, New Jersey (subject to Section 33.10.4).

32.10. At the closing of title ("Closing");

32.10.1.1 Landlord shall deliver to Tenant a bargain and sale deed (herein called the "Deed") without covenants in proper statutory short form for recording, duly executed and acknowledged so as to convey to Tenant the entire fee simple interest in and to the Property in accordance with Section 32.10.

32.10.1.2 Landlord shall deliver to Tenant evidence reasonably satisfactory to Tenant and the title insurance company, if any, employed by Tenant, certifying that the sale has been duly authorized by appropriate action of the of Landlord (and any other required action of Landlord);

32.10.1.3 Tenant shall deliver to Landlord the balance of the Purchase Price [(i.e., an amount equal to the Purchase Price minus the Deposit)], by either a wire transfer to an account designated by Landlord or Purchaser's good certified check, drawn on a bank which is a member of the [New York Clearing House Association] or its successor, payable to the order of Landlord (it being agreed that in no event will Landlord be required to accept an endorsed check); and

32.10.1.4 Each of the parties shall duly sign and swear to any and all certifications required in connection with the delivery and/or recording of the deed. All transfer taxes, whether payable by Landlord and/or Tenant under applicable law, shall be paid by Tenant who shall also pay for all recording fees. The said certifications and the amount of such taxes shall be delivered to the appropriate governmental authority authorized to receive the same promptly at or after the closing of title.

32.11. Each of the parties represents to the other that it dealt with no broker in connection with the sale transaction. The representation by each of the parties as contained in the preceding sentence shall survive delivery of the Deed. Each party agrees to give testimony to the effect set forth in said representation in case any action or proceeding is instituted by any person, firm or corporation for real estate brokerage commissions or fees in connection with this transaction.

32.12. At Closing the Tenant will represent that Tenant has had exclusive possession of the Property, has inspected the Center and other improvements on the Land and is thoroughly acquainted with their condition and agrees to take title “as is” on the date of the closing of title. Landlord has not made, and in this Article 32 does not make any representations of warranties, express or implied, with respect to the physical condition, expenses or operations of the Property, or the zoning law and regulations applicable thereto, and Tenant acknowledges that no such representations or warranties have been made. Tenant agrees that Landlord shall not be liable or bound in any manner by representations, warranties, guaranties, promises, projections, statements, setups, or other information pertaining to the Property made or furnished by it or any other person or entity including any real estate broker, agent or other person representing or purporting to represent Landlord, whether verbally or in writing, except as expressly set forth herein.

32.13. Nothing contained in this Article 32 shall be deemed to require Landlord to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition or expend any monies therefor, nor shall Tenant have any right of action against Landlord, at law or in equity, for damages or specific performance in connection with any of the foregoing except for Landlord’s willful failure to close or any other act or omission by Landlord.

32.14. At the Closing, Tenant shall accept the Property in “as is, where is” condition”.

### **ARTICLE 33**

#### **ADDITIONAL REPRESENTATIONS, COVENANTS AND WARRANTIES**

33.1. Landlord makes the following representations and warranties to and for the benefit of Tenant:

33.1.1 The execution, delivery, and performance of this Agreement have been duly authorized by Landlord, and no further action or approval is required for this Agreement to be binding upon Landlord and enforceable against it in accordance with its terms.

33.1.2 Landlord has good and marketable title to the Leased Premises, subject only to Permitted Encumbrances (as hereinafter defined).

33.1.3 Landlord has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement, and Landlord has the legal right and authority to lease the Leased Premises to Tenant without the consent of any third party.

33.1.4 At the time of the execution of this Agreement, Landlord is not in default with respect to any order, writ, injunction or decree of any court or governmental entity having jurisdiction over Landlord which could result in any material adverse change in the Leased Premises or Landlord’s ability to lease the Leased Premises to Tenant.

33.2. Tenant represents and warrants that:

33.2.1 Tenant is an instrumentality of the State of New Jersey.

33.2.2 Tenant has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement;

33.2.3 The execution, delivery, and performance of this Agreement have been duly authorized by Tenant's governing body;

33.2.4 All Tenant Work and Alterations performed by or on behalf of Tenant pursuant to this Agreement shall be performed in accordance with industry standards and practices that are applicable to the performance of such work.

33.2.5 Tenant shall at all times during the Term be in compliance with all applicable state laws, regulations and rules, and Tenant shall execute all required certifications and conform to any and all requirements thereunder and shall cause any subtenant (or sub-subtenant) to comply with the same.

## **ARTICLE 34 SIGNAGE**

34.1. Tenant and each subtenant shall have the right, at Tenant's or such subtenant's sole cost and expense, to put signage in the lobby and suite signage in accordance with Landlord's sign design protocols provided to Tenant; provided, however, in the event Tenant intends to place signage outside of such sign design protocols, such signage shall be subject to Landlord's advance written approval and Tenant's or subtenant's compliance with Legal Requirements. Tenant or such subtenant, at its sole cost and expense, shall remove all such signage at the end of the Lease and sublease terms. No signage on the exterior of the Center shall be permitted.

## **ARTICLE 35 RULES AND REGULATIONS**

35.1. Tenant, its employees, subtenants, invitees, representatives and agents, shall comply with the rules and regulations attached hereto as **Exhibit G** (the "Rules and Regulations"), and all reasonable modifications and additions to such Rules and Regulations adopted by Landlord that Tenant has been given thirty (30) days' advance written notice of; provided, however, that such modifications or additions shall not unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises.

## **ARTICLE 36 MISCELLANEOUS PROVISIONS**

36.1. The failure of Landlord to insist in any one (1) or more cases upon the strict performance or observance of any obligation of Tenant hereunder or to exercise any right or option contained herein shall not be construed as a waiver or a relinquishment for the future of any such obligation of Tenant or any right or option of Landlord. Landlord's receipt and acceptance of Rent or other charge payable by Tenant hereunder, or Landlord's acceptance of performance of any other obligation by Tenant, with knowledge of Tenant's breach of any provision of this Lease, shall not be deemed a waiver of such breach, nor shall any receipt and acceptance of Rent or other charge payable by Tenant hereunder in a lesser amount than is then due hereunder (regardless of any endorsement on any check or any statement in any letter accompanying any payment) operate or be construed either as an accord and satisfaction or as anything other than a payment on account against the earliest rent or other charge then unpaid by Tenant. No waiver by Landlord of any term,

covenant or condition of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

36.2. Landlord shall have the right to rely upon any certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition as sufficient evidence that such Imposition shall have been due and unpaid at the time of the making or issuance of such certificate, advice or bill.

36.3. The provisions of this Lease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event of any sale or transfer of the fee of the Property, this Landlord as the grantor shall be and hereby is entirely relieved and freed of all obligations under this Lease.

36.4. In the event that Tenant shall seek the approval by or consent of Landlord and Landlord shall fail or refuse to give such consent or approval, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Landlord, it being intended that Tenant's sole remedy shall be an action for injunction or specific performance and that said remedy of an action for injunction or specific performance shall be available only in those cases, if any, where Landlord shall have expressly agreed in writing not to unreasonably withhold or delay its consent.

36.5. Irrespective of the place of execution or performance, this Lease shall be governed by and construed in accordance with the law of the State of New Jersey. The captions, headings and titles in this Lease are solely for convenience or reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. If any words or phrases in this Lease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Lease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Each covenant, agreement, obligation or other provision of this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependent on any other provisions of this Lease unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

36.6. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Lease which are not fully expressed in this Lease. This Lease cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties.

36.7. Nothing herein contained shall be construed as creating or constituting Landlord and Tenant as co-partners or joint venturers, nor shall anything herein contained be construed in any manner so as to make Landlord or Tenant liable for any debts, defaults, obligations or losses of the other.

36.8. All references in this Lease to “Landlord’s actual, reasonable out-of-pocket expenses” shall, at Landlord’s option, be deemed to include an additional ten percent (10%) fee to cover Landlord’s administrative costs.

36.9. All accidents or injuries to persons, or any damage to property, occurring as a result of Tenant’s or Tenant’s invitee’s use of the Property pursuant to this Agreement must be reported promptly to the individual designated within the Notice provision herein.

36.10. This Lease may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Lease shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

36.11. This Lease may be executed in any number of counterpart copies, all of which shall have the same force and effect as if all parties hereto had executed a single copy hereof. Facsimile or PDF signatures to this Lease shall have the same force and effect as “ink” signatures and no “ink” copy of any facsimile or PDF signature is required to bind the party signing by facsimile or PDF of this Lease.

Electronic signature of this Agreement shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Lease and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms herein. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

36.12. Tenant acknowledges receipt of the attached FLOOD RISK NOTICE (**Exhibit H**) for the Center, provided in compliance with N.J.S.A 46:8-50.

36.13. To the extent required by Legal Requirements, Tenant acknowledges that at all times during the Term, Tenant and its successors and assigns shall, and shall cause its subtenants to, comply with all the obligations set forth on **Exhibit I** attached hereto.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed the day and year first above written.

**Landlord:**

**NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

***{SIGNATURES CONTINUED NEXT PAGE}***

***{SIGNATURES CONTINUED}***

**Tenant:**

**MATERNAL AND INFANT HEALTH  
INNOVATION AUTHORITY**

---

NAME: Lisa Asare

TITLE: President and Chief Executive Officer

SCHEDULE 11.1

LIST OF FURNITURE

## **EXHIBIT B**

### **LEGAL DESCRIPTION/SURVEY**

All that certain Lot, tract or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Trenton City, County of Mercer, State of New Jersey, being more particularly described as follows:

BEGINNING at the point, said point being the intersection of the southwesterly Right-of-Way line of Pennington Avenue (variable width Right-of-Way as per Tax Map), with the westerly Right-of-Way line of North Warren Street (62.5-foot wide Right-of-Way as per Tax Map), said point of beginning having New Jersey State Plane Coordinate, NAD 1983, U.S. Survey Foot, values of N. 507,367.3151 and E. 418,127.5475, and from said beginning print running, thence:

- (1) Along said the westerly Right-of-Way line of North Warren Street, South 07° 26' 29" West, a distance of 194.23 feet to the former southerly Right-of-Way line of Ringold Street (Vacated), thence
- (2) Along said former southerly Right-of-Way line of Ringold Street, North 82° 08' 09" West, a distance of 51.84 feet to the former westerly Right-of-Way line of Ringold Street, thence
- (3) Along said former westerly Right-of-Way line of Ringold Street, North 07° 37' 19" East, a distance of 91.41 feet to the southerly line with Lot 48, Block 3901, thence
- (4) Along said southerly line of Lot 48, Block 3901, North 82° 22' 49" West, a distance of 271.12 feet to the easterly line of Lot 3, Block 3901, thence
- (5) Along said easterly line of Lot 3, Block 3901, and continuing along the easterly lines of Lots 4 through 8, Block 3901, North 14° 42' 47" East, a distance of 126.88 feet to the southerly line of Lot 42.04, Block 3901, thence
- (6) Along said southerly line of Lot 42.04, South 67° 46' 03" East, a distance of 127.00 feet to the westerly right-of-way line of Titus Avenue, thence
- (7) Along said westerly right-of-way line of Titus Avenue, South 22° 13' 57" West, a distance of 38.19 feet to the southerly right-of-way line of Titus Avenue, thence
- (8) Along said southerly right-of-way line of Titus Avenue, South 71° 32' 20" East, a distance of 40.09 feet to the aforementioned easterly right-of-way line of Titus Avenue, thence
- (9) Along said easterly right-of-way line of Titus Avenue, North 22° 13' 57" East, a distance of 292.09 feet to the aforementioned southwesterly Right-of-Way line of Pennington Avenue, thence
- (10) Along said southwesterly Right-of-Way line of Pennington Avenue, South 42° 58' 58" East, a distance of 362.80 feet to the point and place of BEGINNING.

The above description was written pursuant to a survey of property designated Lot 48, Block 3901, Lot 1, Block 3902 & Lot 1, Block 3903, on the municipal Tax Map of the City of Trenton, County of Mercer, State of New Jersey. Maps entitled "Boundary & Topographic Survey of Lot 1, Block 3902, prepared for New Jersey Economic Development Authority, situate in City of Trenton, Mercer County, New Jersey", Sheet 1 of 1 and "Boundary & Topographic Survey of Lot 48, Block 3901 & Lot 1, Block 3903, prepared for New Jersey Economic Development Authority, situate in City of Trenton, Mercer County, New Jersey", Sheet 1 of 1. Said surveys having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME

Associates, 3141 Bordentown Avenue, Parlin, New Jersey, dated November 17, 2023 and January 29, 2024, and is marked by CME Associates as File No. P-NJ-00521-01 and 02, Drawings Nos. 01-T.

#### **FOR INFORMATION ONLY:**

#### **PROPERTY DESCRIPTION:**

323 No. Warren Street, Pennington Avenue, and Titus Avenue, Trenton, NJ 08625  
Lot 1 Block 3902, Lot 1 Block 3903, and Lot 48 in Block 3901  
on the current municipal Tax Map for the City of Trenton

**EXHIBIT C**  
**PARKING PLAN**

**EXHIBIT D**  
**ANNUAL OPERATING BUDGET**

## BASIS OF DESIGN



## First Floor

First Floor = 22,000 GSF



## Second Floor

Second Floor = 26,000 GSF



## Third Floor

Third Floor = 20,000 GSF

Total Bldg = 68,000 GSF

# EXHIBIT F

## CONSTRUCTION BUDGET

### Comprehensive Development Budget: Maternal & Infant Health Innovation Center

Uses of Funds		
<b>1.00</b>	<b>Acquisition</b>	<b>68,000 SF</b>
1.01	Property Acquisition	\$2,575,000
1.02	Appraisal	\$16,000
1.03	Title, Closing Costs	\$17,000
<b>Subtotal Acquisition</b>		<b>\$2,608,000</b>
<b>2.00</b>	<b>Improvements - Construction</b>	
2.01	Site & Building Construction + FF&E	\$70,000,000
2.02	Site Environmental Remediation "Allowance"	\$275,000
2.03	Permits and Fees	\$350,000
2.04	DOL Workforce Development Fund	\$350,000
2.05	Public Art Inclusion Requirement	\$750,000
<b>Subtotal Improvements - Construction</b>		<b>\$71,725,000</b>
<b>3.00</b>	<b>Professional Services</b>	
3.01	Architect/Engineer - Design	\$5,980,000
3.02	Construction Manager - Pre-Construction	\$90,000
3.03	Survey	\$60,000
3.04	Environmental Engineering	\$250,000
<b>Subtotal Professional Services</b>		<b>\$6,380,000</b>
<b>4.00</b>	<b>Finance and Administration</b>	
4.01	Legal - DAG & Outside Counsel	\$200,000
4.02	Insurances (Builders Risk)	\$150,000
<b>Subtotal Finance and Administration</b>		<b>\$350,000</b>
<b>5.00</b>	<b>Contingency</b>	
5.01	Project Contingency	\$5,674,000
<b>Subtotal Contingency</b>		<b>\$5,674,000</b>
<b>6.00</b>	<b>Total Budget</b>	
6.01	Total	\$86,737,000
<b>Total</b>		<b>\$86,737,000</b>
<b>ROUNDED</b>		<b>\$86,737,000</b>

Uses		
<b>Summary of Uses</b>		<b>68,000 SF</b>
1.00	Acquisition	\$2,608,000
2.00	Improvements - Construction	\$71,725,000
3.00	Professional Services	\$6,380,000
4.00	Finance and Administration	\$350,000
5.00	Contingency	\$5,674,000
<b>Total Uses</b>		<b>\$86,737,000</b>
<b>ROUNDED</b>		<b>\$86,737,000</b>

Sources		
<b>Summary of Sources</b>		<b>68,000 SF</b>
1.00	Federal ARP - State & Local Fiscal Recovery	\$39,500,000
2.00	Federal ARP Capital Project Fund	\$25,000,000
3.00	Strategic Innovation Center Funding	\$10,000,000
4.00	FY 2021-22 State Appropriation - MIHIC Planning	\$1,856,089
5.00	FY 2022-23 State Appropriation - Real Estate Project Funding	\$10,380,911
<b>Total Sources</b>		<b>\$86,737,000</b>
<b>ROUNDED</b>		<b>\$86,737,000</b>

## **MATERNAL & INFANT HEALTH**

### **GRANT PROCEEDS**

<b>PROJECT SOURCES</b>	<b>AMOUNT</b>
Federal ARP - State & Local Fiscal Recovery	\$39,500,000
Federal ARP Capital Project Fund	\$25,000,000
Strategic Innovation Center	\$10,000,000
FY 2021-22 State Appropriation - MIHIC Planning	\$1,856,089
FY 2022-23 State Appropriation - Real Estate Project Funding	\$10,380,911
<b>TOTAL SOURCES</b>	<b>\$86,737,000</b>

- \$25 million of American Rescue Plan Capital Project Funds (ARP CPF) for the uses included the Center's Budget
- \$20 million of additional American Rescue Plan State and Local Fiscal Recovery Funds (ARP SLFRF) of which \$19.5 million is available for the uses included in the Center's Budget and \$.5 million for the Authority's administrative expenses
- \$7 million of NJEDA Strategic Innovation Funds (SIC) for the uses included in the Center's Budget
- \$1.856 million Fiscal Year 2022-23 State appropriation to NJEDA for Center development
- \$3 million NJEDA SIC funds to acquire the Center's site to other uses included in Center's Budget
- \$35,380,911 FY 2022-23 State appropriation – Real Estate Project Fund (RE Project Fund) as follows:
  - a. From the previously Board approved Local Property Acquisition Program, \$6,980,325
  - b. From the previously Board approved Stranded Assets Investment Program, \$25 million
  - c. From the previously Board approved Emerging Developers Program, \$3,400,586
- The reallocated RE Project Fund money will be used as follows: \$10,380,911 for the uses included in the Center's Budget, and \$25 million held in reserve in the event the United States Treasury does not fund \$25 million ARP CPF.

## **EXHIBIT G**

### **Rules and Regulations**

1. The entrances, sidewalks, halls, passages, concourses, plaza, elevators, lobbies, stairways, and driveways shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Leased Premises or the Center. The halls, passages, entrances, , stairways, balconies and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation, or interest of the Center or its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities.

2. Tenant, its employees, contractors, agents, servants, visitors, and licensees shall not go upon the roof or into mechanical rooms of the Center without the written consent of Landlord.

3. The exterior windows and doors that reflect or admit light or air into the Leased Premises or the halls, passageways or other public places in the Center, shall not be covered or obstructed by Tenant. No showcase or other articles shall be put in front or affixed to any part of the exterior of the Center or placed in the halls, corridors or vestibules, nor shall any article obstruct any air-conditioning supply or exhaust.

4. No awnings, air conditioning units, fans, aerials, antennas, or other projections or similar devices shall be attached to the Center, regardless of whether inside the Center or on its facade or its roof, or on the ground surrounding the building, without the prior written consent of Landlord, not to be unreasonably withheld. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window, transom or door of the Leased Premises without the prior written consent of Landlord, not to be unreasonably withheld. All curtains, blinds, shades, screens, and other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord, not to be unreasonably withheld. All lighting fixtures shall be fluorescent or LED, and of a quality, type, design, and color approved by Landlord, not to be unreasonably withheld unless the prior consent of Landlord has been obtained for any other lighting or lamping.

5. No Tenant or employees, contractors, agents, servants, visitors, or licensees of Tenant shall sweep or throw or permit to be placed, left or discarded from the Leased Premises any rubbish, paper, articles, objects or other substances into any of the corridors or halls, elevators, or out of the doors or stairways of the Center.

6. Tenant shall at all times keep the Leased Premises neat and orderly.

7. Any Tenant deciding to move any equipment or office furniture into, out of, or within the Center must notify Landlord at least one (1) day in advance of intended move. Such notification shall include: (i) the date of the move, and (ii) the time of move (which shall not be during normal working hours without Landlord's consent, not to be unreasonably withheld).

8. Tenant shall not alter any lock or install a new or additional lock or any bolt or other security device on any door of the Leased Premises without prior written consent of Landlord, not

to be unreasonably withheld. If Landlord shall give its consent, Tenant shall, if possible, procure locks of the same make and style as is in the rest of the park and shall have the locks keyed to work off of Landlord's master key for the park. In each case Tenant shall furnish Landlord with two keys that are specifically for each such lock and security device.

9. No signs, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the Leased Premises, or on the inside of the Leased Premises without the prior written consent of Landlord, not to be unreasonably withheld. In the event of violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the reasonable expense incurred by such removal to the tenant or tenants violating this rule. Interior signs on door and directory tablet shall be inscribed, painted or affixed for each tenant by Landlord at the reasonable expense of such tenant, and shall be of a size, color and style reasonably acceptable to Landlord.

10. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the Center or its desirability as a research park, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, not to be unreasonably withheld, use the name of the Center or use pictures or illustrations of the Center in any advertising other than in indicating Tenant's address.

11. Dock facilities are to be used only for loading and unloading procedures. No Center parking or storage privileges are extended in docking facilities.

12. Tenant shall not store, either permanently or temporarily, any equipment, supplies, furniture, etc. outside of Tenant's leased premises. This includes but is not limited to storage on/in loading docks, mechanical rooms, common areas of the park, or common areas of the buildings without prior written approval by Landlord. Exterior storage of any items by Tenant may require a lease amendment and may incur additional rent charges at Landlord's discretion.

13. No dumpsters are to be placed at the loading dock without prior notification and approval by Landlord, not to be unreasonably withheld.

14. If Tenant desires telecommunications signaling, telephonic, protective alarm, connections, or other such wires, apparatus, or devices, Landlord will reasonably direct electricians as to where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without reasonable directions and approval from Landlord, not to be unreasonably withheld. All wires must be clearly tagged at the distributing boards and junction boxes, and elsewhere as reasonably required by Landlord, with the number of the office to which said wires lead, the purpose of the wires, and the name of the concern, if any, operating or servicing the same.

15. Access to the electrical, mechanical and telephone closets will not be permitted without the prior consent of Landlord, which consent will not be unreasonably withheld. The electrical, mechanical, and telephone closets, water and wash closets, drinking fountains and other plumbing, electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. All damages resulting from any misuse of the electrical, mechanical and telephone closets shall be borne by the Tenant who, or whose servants, employees,

agents, visitors or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

16. Tenant shall not create, execute, or deliver any financing or security agreement of any kind that may be considered or give rise to any lien upon the Leased Premises, or the Center.

17. Except as otherwise permitted by this Lease, Tenant, any of Tenant's servants, employees, contractors, agents, visitors, or licensees, shall not at any time use, bring or keep upon the Leased Premises, or the Center any flammable, combustible, caustic, poisonous or explosive fluid, chemical or substance, or any chemical except such as are components of commercial products not regulated by law in their use or disposal and except such as are normally used (a) by occupants of office buildings for ordinary cleaning and office related supplies in reasonable quantities or (b) in laboratories as permitted by law.

18. No portion of the Leased Premises, or Center shall be used or occupied at any time for the sale of merchandise, goods or property of any kind at auction or otherwise, or as sleeping or lodging quarters; provided, however, Tenant may request that Landlord permit, in Landlord's sole discretion and through written consent, certain vendors or businesses be allowed on the Property (including the Leased Premises) for the purposes of special events Tenant may hold. Landlord shall retain sole absolute discretion in approving any such vendors or businesses and shall require Tenant to obtain all necessary insurance coverages related thereto.

19. In the design, layout, construction, renovation, and/or installation of Tenant's demising walls, partitions, furniture, fixtures, equipment, and all other improvements and betterments of or in the Leased Premises, the specified live load per square foot (100 p.s.f.) shall not be exceeded at any time.

20. Tenant shall not engage or pay any employees on the Leased Premises, except those actually working for such Tenant.

21. No bicycles, vehicles, animals, or birds of any kind (other than service animals) shall be brought into or kept by Tenant in the Leased Premises or the Center except that (a) bicycles and vehicles may be brought in the Center, and (b) in the case of laboratory animals and birds permitted by law in the performance of experiments may be kept, provided that (i) the Tenant complies with all applicable laws and Lease provisions relating to the keeping of such animals or birds and (ii) they are kept in a manner that they do not create a nuisance for other tenants in the Center.

22. Tenant shall not do or commit, or suffer to be done or committed, any act or thing whereby, or in consequence whereof, the rights of other tenants will be unreasonably obstructed or interfered with, or other tenants will in any other way be unreasonably injured or annoyed, or whereby the Center will be damaged, nor shall Tenant cause or suffer to be caused any noise, vibrations, obnoxious odors, or electronic interference which unreasonably disturbs other tenants, the operation of their equipment or the operation of any equipment in the Center (including, without limitation, radio, television reception). Except as otherwise permitted by the Lease, Tenant shall not suffer nor permit the Premises or any part thereof to be used in any manner or anything to be done therein nor suffer nor permit anything to be brought into or kept in the Leased

Premises which, in the reasonable judgment of Landlord, shall in any way materially impair or tend to materially impair the character, reputation, or appearance of the Center.

23. Tenant shall not serve, nor permit the serving of alcoholic beverages in the Leased Premises unless Tenant shall have procured Host Liquor Liability Insurance, issued by companies and in amounts reasonably satisfactory to Landlord, naming Landlord as an additional party insured.

24. Except as otherwise explicitly permitted in this Lease and except for the use of a demonstration kitchen, microwave oven and vending machines or service of soda & snacks, Tenant shall not allow any cooking, the operation or conduct of any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing. This also applies to the use of any type of grill (propane, charcoal, etc.) outside of the buildings, or on common areas of the park without prior approval from landlord.

25. Any person in the Center may be subject to identification by employees and agents of Landlord. Landlord may institute, as it deems necessary for the safety of Tenant and other tenants, security policies with which all persons in or entering the Center would be required to comply with. Tenant shall exercise reasonable precautions to protect property from theft, loss or damage. Landlord shall not be responsible for the theft, loss or damage of any property, except if due to Landlord's negligence.

26. Landlord shall, in no case, be responsible for the admission or exclusion of any person to or from the Center for access or for invasion, hostile attack, insurrection, mob violence, riot, public excitement or other commotion.

27. Tenant shall as soon as reasonably possible notify Landlord of any injury to a person or damage to property regardless of cause within the Leased Premises and all public areas within the Center which Tenant has knowledge.

28. Canvassing, soliciting, and peddling in the Center is prohibited and Tenant shall cooperate in preventing the same, and report all such activity to Landlord.

29. Tenant, upon the termination of the tenancy, shall deliver to Landlord all of the keys, combinations to all locks, of offices, rooms and toilet rooms which shall have been furnished Tenant or which Tenant shall have made, and in the event of loss of any keys so furnished, Tenant shall pay Landlord the reasonable cost therefore.

30. These Rules and Regulations shall be read in conjunction with the Lease and the Exhibits thereto. To the extent these Rules and Regulations are inconsistent with the remainder of the Lease and Exhibits, the Lease and other Exhibits shall control.

31. Landlord may, by not less than 20 days prior written notice to Tenant, promulgate additional rules and regulations, and/or modifications of the rules and regulations which are, in Landlord's reasonable judgment, desirable for the general safety, comfort and convenience of occupants and tenants in the Center, provided such rules and regulations do not discriminate

against Tenant. All such rules and regulations shall be deemed a part of this Lease, with the same effect as though written herein.

32. Landlord prohibits smoking throughout the Center to provide a maintain a safe and healthy environment for all employees and tenants. Smokers are permitted to smoke outside the building in designated areas only. Designated receptacles are available to properly extinguish cigarettes.

**EXHIBIT H**  
**FLOOD RISK NOTICE**

**FLOOD RISK NOTICE**

This Notice is provided pursuant to N.J.S.A.46:8-50, and is applicable to the rental property located at: Pennington and North Warren Streets (tax map and flood map reference Ringold Street and Titus Avenue). Block 3901, Lot 48, Block 3902, Lot 1 and Block 903, Lot 1 in the City of Trenton, County of Mercer, State of New Jersey

1. Is any or all of the rental property located wholly or partially in the Special Flood Hazard Area ("100-year/1% Annual Chance Flood Plain") according to FEMA's current flood insurance rate maps for the leased premises area?

Yes, effective map \_\_\_\_ Yes, preliminary map \_\_\_\_ No ☒ X

2. Is any or all of the rental property located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year/0.2% Annual Chance Flood Plain") according to FEMA's current flood insurance rate maps for the leased premises area?
- Yes, effective map \_\_\_\_ Yes, preliminary map \_\_\_\_ No ☒ X

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3. Has the rental premises or any portion of the parking areas of the real property containing the rental premises subject to the lease ever experienced any flood damage, water seepage, or pooled water due to a natural flood event?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown ☒ X

If the answer is Yes, how many times has such an event occurred: \_\_\_\_

If the answer is Yes, describe each such event, including date of event:

Tenant: Maternal and Infant Health Innovation Authority    Landlord: New Jersey Economic Development Authority

Date:

Date:

**NOTE: Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding. In addition, precipitation intensity in New**

Jersey is increasing at levels significantly above historic trends, placing inland properties at greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage originated in or after 2020. To learn more about these impacts, including the flood risk to your property, visit [flooddisclosure.nj.gov](https://flooddisclosure.nj.gov). To learn more about how to prepare for a flood emergency, visit [nj.gov/njoem/plan-prepare/floods](https://nj.gov/njoem/plan-prepare/floods).

**FLOOD INSURANCE:** Flood insurance may be available to renters through FEMA's National Flood Insurance Program to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

# STATE OF NEW JERSEY

## FLOOD RISK NOTIFICATION REPORT

provided by the New Jersey Department of Environmental Protection  
for purposes of flood risk notification pursuant to P.L. 2023, c. 94

Report Generated: **March 28, 2025**



The New Jersey law on flood risk notification, [P.L. 2023, c. 94](#), requires landlords and sellers of real property to make certain disclosures concerning known and potential flood risks. This automated report has been generated by the New Jersey Department of Environmental Protection (NJDEP) Flood Risk Notification Tool and is intended to assist its users in identifying flood risks that may affect a subject parcel.



### Subject Parcel:

PIMS ID	1111_3903_1
Street Address	TITUS AVE
City	TRENTON CITY
County	MERCER
Block	3903
Lot	1



**FLOOD RISK NOTIFICATION REPORT**

The following flood risk information is derived from publicly accessible Federal Emergency Management Agency (FEMA) data available at the time this automated report was generated, and only indicates whether the subject parcel is located within a FEMA Special Flood Hazard Area (the 100-year/1% annual chance floodplain) or a FEMA Moderate Risk Flood Hazard Area (the 500-year/0.2% annual chance floodplain) based on effective (final) and preliminary (draft) FEMA Flood Insurance Rate Maps. Users should be guided by preliminary flood zones where available.

FEMA EFFECTIVE FLOOD ZONE(S)	FEMA PRELIMINARY FLOOD ZONE(S) (if applicable)
This property is located in an Area of Minimal Flood Hazard.	No Preliminary Flood Zones Present
X: AREA OF MINIMAL FLOOD HAZARD	No Preliminary Flood Zones

**IMPORTANT NOTICES**

Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding. In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage originated in or after 2020.

By identifying the presence of Special Flood Hazard Areas and Moderate Risk Flood Hazard Areas officially mapped by FEMA, this report supports flood risk notification, but does not identify every possible flood risk that could affect the subject parcel. For example, while most floodplains in New Jersey have been studied, FEMA has not studied every stream or officially mapped every existing flood hazard area in New Jersey. Additionally, FEMA flood hazard area designations, which are based on historical rainfall trends, do not account for projected future increases in extreme precipitation, sea-level rise, or attendant flooding.

Accordingly, this automated report should be considered as just one point of information in a deeper evaluation of flood risks that may affect the subject parcel.

Depending on their individual needs and interests, users of this report may wish to consult a floodplain management professional to conduct a more fulsome flood risk assessment for the subject parcel.

**INTERPRETING THIS AUTOMATED REPORT**

The flood report will list all flood zones that overlap your property.

- The subject parcel is located in the **Special Flood Hazard Area** (100-year or 1% annual chance floodplain) if the report lists any of the following zones: **A, AE, AH, AO, V, or VE**.
  - This is true regardless of subtype, including if no subtypes are present.
- The subject parcel is located in the Moderate Risk Flood Hazard Area (500-year or 0.2% annual chance floodplain) if the report includes Zone X: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD.

The subject parcel is not located in a FEMA Special or Moderate Risk Flood Hazard Area only if the report states that no FEMA Flood Zones are found or if the report lists **only** Zone X: AREA OF MINIMAL FLOOD HAZARD. If "X: AREA OF MINIMAL FLOOD HAZARD" is listed alongside other flood zones or sub-types

This automated report is provided as a free public service and is intended for informational purposes only. This report does not constitute a delineation of regulated areas or an authorization to conduct any regulated activities upon the subject parcel.

**FLOOD RISK NOTIFICATION REPORT**

listed above, this indicates that a portion of the property is in a flood hazard zone and should be disclosed as such.

**Subject Parcel:**

PIMS ID	1111_3903_1
Street Address	TITUS AVE
City	TRENTON CITY
County	MERCER
Block	3903
Lot	1

FEMA EFFECTIVE FLOOD ZONE(S)	FEMA PRELIMINARY FLOOD ZONE(S) (if applicable)
This property is located in an Area of Minimal Flood Hazard.	No Preliminary Flood Zones Present
FloodZone Notes	Preliminary Flood Zone

**Flood Risk Disclosure Requirements**

The New Jersey law on flood risk notification, [P.L. 2023, c. 94](#), requires landlords and sellers of real property to make certain disclosures to prospective tenants and buyers concerning known and potential flood risks. When a subject parcel is located in the Special Flood Hazard Area (100-year or 1% annual chance floodplain) or the Moderate Flood Hazard Area (500-year or 1% annual chance floodplain), this information must be included in Flood Risk Notice and property condition disclosure forms.

It is possible that more than one FEMA flood zone occurs on a subject parcel, or that no FEMA flood zone is present.

A landlord or seller must disclose all current FEMA flood zones present on a subject parcel. The Flood Hazard Area Control Act is clear that "current" means the more protective "preliminary," if it is available.

FEMA periodically re-assesses a community's flood risk using updated data and modeling and mapping technology. These updated models are published as preliminary maps until they are made effective following a public comment or appeal period.

**Understanding FEMA Flood Zones**

FEMA Flood Zones are geographic areas that FEMA has defined according to varying levels of flood risk. These maps are provided to support the National Flood Insurance Program. The maps depict the Special Flood Hazard Areas, or the 100-year flood plain (i.e., Zones A, AE, AH, AO, V, VE), and the 500-year floodplain in both tidal and non-tidal areas. These zones are described in detail below. The maps do not depict actual risk. They are based on past flooding. The age of these maps varies depending on location. FEMA Flood Zones do not reflect future conditions resulting from climate change or changes to the watershed.

**FEMA Preliminary and Effective Maps**

There can be two types of FEMA Flood Zone maps – effective and preliminary. While both maps depict areas with flood potential, maps labeled “preliminary,” which are based on more recent and updated

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**FLOOD RISK NOTIFICATION REPORT**

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flood data, are not yet used to determine flood insurance rates. Preliminary maps must be adopted by FEMA to replace an effective map for the purposes of flood insurance.

While the preliminary maps contain more recent data, both preliminary and effective maps are based on past flooding and do not reflect future conditions due to the effects of climate change or due to other changes within a watershed.

**FEMA Special Flood Hazard Area (SFHA)**

The SFHA is the area subject to flooding by the 100-year flood, which has a 1% chance of occurring in any given year. This flood has an equal chance of occurring every year, regardless of whether it occurred in previous years. The SFHA includes:

- **Floodway (FW):** The inner portion of the flood plain, which has an extremely high risk of flood. Development in this area is generally prohibited.
- **Zone A:** Area inundated by the storm that has 1% chance storm of occurring in a year, known as the Base Flood, where Base Flood Elevations (BFE) have not been determined because no detailed analysis have been performed. Because floodplains marked as Zone A do not tell you the flood elevation, they are not used as a basis for determining compliance with the State's flood hazard regulations.
- **Zone AE:** Area inundated by the Base Flood event with BFE determined. The BFE is the number associated with this zone indicates the elevation of flooding that could occur. Therefore, Zone AE mapping is used to help define jurisdictional limits of the State's flood hazard regulations and to establish design criteria that your project must meet.
- **Zone AH:** Area inundated by the Base Flood with flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- **Zone AO:** Area inundated by the Base Flood with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For some areas, (i.e., alluvial fan flooding), velocities are also determined.
- **Zone V:** Coastal flood zone with waves at least 3 feet in height. Base Flood elevations not determined. Because floodplains marked as Zone V do not tell you the flood elevation, they are not used as a basis for determining compliance with the State's flood hazard regulations.
- **Zone VE:** Coastal flood zone with waves at least 3 feet in height. Base Flood elevations determined. Therefore, Zone VE mapping is used to help define jurisdictional limits of the State's flood hazard regulations and to establish design criteria that your project must meet.

**FEMA Moderate Flood Hazard Area (MFHA)**

The MFHA relates to the 500-year flood, which is the level of flooding that has a 0.2% chance of occurring in any given year. This flood has an equal chance of occurring every year, regardless of whether it has occurred in previous years. FEMA Flood Zone maps are based on past flooding, are based on data of varying age, and do not reflect future conditions resulting from climate change. The MFHA includes:

- **Zone X (shaded):** Areas within 500-year flood plain; areas in 100-year flood plain with depths of less than 1 foot or drainage areas less than 1 square mile; areas protected from 100-year flood by levees.
- **Zone X (not shaded):** are areas outside the 500-year flood plain.

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**FLOOD RISK NOTIFICATION REPORT**

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- 500-year flood plain.

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# STATE OF NEW JERSEY

## FLOOD RISK NOTIFICATION REPORT

provided by the New Jersey Department of Environmental Protection  
for purposes of flood risk notification pursuant to P.L. 2023, c. 94

Report Generated: **March 28, 2025**



The New Jersey law on flood risk notification, [P.L. 2023, c. 94](#), requires landlords and sellers of real property to make certain disclosures concerning known and potential flood risks. This automated report has been generated by the New Jersey Department of Environmental Protection (NJDEP) Flood Risk Notification Tool and is intended to assist its users in identifying flood risks that may affect a subject parcel.



### Subject Parcel:

PIMS ID	1111_3902_1
Street Address	RINGOLD ST
City	TRENTON CITY
County	MERCER
Block	3902
Lot	1



**FLOOD RISK NOTIFICATION REPORT**

The following flood risk information is derived from publicly accessible Federal Emergency Management Agency (FEMA) data available at the time this automated report was generated, and only indicates whether the subject parcel is located within a FEMA Special Flood Hazard Area (the 100-year/1% annual chance floodplain) or a FEMA Moderate Risk Flood Hazard Area (the 500-year/0.2% annual chance floodplain) based on effective (final) and preliminary (draft) FEMA Flood Insurance Rate Maps. Users should be guided by preliminary flood zones where available.

FEMA EFFECTIVE FLOOD ZONE(S)	FEMA PRELIMINARY FLOOD ZONE(S) (if applicable)
This property is located in an Area of Minimal Flood Hazard.	No Preliminary Flood Zones Present
X: AREA OF MINIMAL FLOOD HAZARD	No Preliminary Flood Zones

**IMPORTANT NOTICES**

Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding. In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage originated in or after 2020.

By identifying the presence of Special Flood Hazard Areas and Moderate Risk Flood Hazard Areas officially mapped by FEMA, this report supports flood risk notification, but does not identify every possible flood risk that could affect the subject parcel. For example, while most floodplains in New Jersey have been studied, FEMA has not studied every stream or officially mapped every existing flood hazard area in New Jersey. Additionally, FEMA flood hazard area designations, which are based on historical rainfall trends, do not account for projected future increases in extreme precipitation, sea-level rise, or attendant flooding.

Accordingly, this automated report should be considered as just one point of information in a deeper evaluation of flood risks that may affect the subject parcel.

Depending on their individual needs and interests, users of this report may wish to consult a floodplain management professional to conduct a more fulsome flood risk assessment for the subject parcel.

**INTERPRETING THIS AUTOMATED REPORT**

The flood report will list all flood zones that overlap your property.

- The subject parcel is located in the **Special Flood Hazard Area** (100-year or 1% annual chance floodplain) if the report lists any of the following zones: **A, AE, AH, AO, V, or VE**.
  - This is true regardless of subtype, including if no subtypes are present.
- The subject parcel is located in the Moderate Risk Flood Hazard Area (500-year or 0.2% annual chance floodplain) if the report includes Zone X: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD.

The subject parcel is not located in a FEMA Special or Moderate Risk Flood Hazard Area only if the report states that no FEMA Flood Zones are found or if the report lists **only** Zone X: AREA OF MINIMAL FLOOD HAZARD. If "X: AREA OF MINIMAL FLOOD HAZARD" is listed alongside other flood zones or sub-types

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**FLOOD RISK NOTIFICATION REPORT**

listed above, this indicates that a portion of the property is in a flood hazard zone and should be disclosed as such.

**Subject Parcel:**

PIMS ID	1111_3902_1
Street Address	RINGOLD ST
City	TRENTON CITY
County	MERCER
Block	3902
Lot	1

FEMA EFFECTIVE FLOOD ZONE(S)	FEMA PRELIMINARY FLOOD ZONE(S) (if applicable)
This property is located in an Area of Minimal Flood Hazard.	No Preliminary Flood Zones Present
FloodZone Notes	Preliminary Flood Zone

**Flood Risk Disclosure Requirements**

The New Jersey law on flood risk notification, [P.L. 2023, c. 94](#), requires landlords and sellers of real property to make certain disclosures to prospective tenants and buyers concerning known and potential flood risks. When a subject parcel is located in the Special Flood Hazard Area (100-year or 1% annual chance floodplain) or the Moderate Flood Hazard Area (500-year or 1% annual chance floodplain), this information must be included in Flood Risk Notice and property condition disclosure forms.

It is possible that more than one FEMA flood zone occurs on a subject parcel, or that no FEMA flood zone is present.

A landlord or seller must disclose all current FEMA flood zones present on a subject parcel. The Flood Hazard Area Control Act is clear that "current" means the more protective "preliminary," if it is available.

FEMA periodically re-assesses a community's flood risk using updated data and modeling and mapping technology. These updated models are published as preliminary maps until they are made effective following a public comment or appeal period.

**Understanding FEMA Flood Zones**

FEMA Flood Zones are geographic areas that FEMA has defined according to varying levels of flood risk. These maps are provided to support the National Flood Insurance Program. The maps depict the Special Flood Hazard Areas, or the 100-year flood plain (i.e., Zones A, AE, AH, AO, V, VE), and the 500-year floodplain in both tidal and non-tidal areas. These zones are described in detail below. The maps do not depict actual risk. They are based on past flooding. The age of these maps varies depending on location. FEMA Flood Zones do not reflect future conditions resulting from climate change or changes to the watershed.

**FEMA Preliminary and Effective Maps**

There can be two types of FEMA Flood Zone maps – effective and preliminary. While both maps depict areas with flood potential, maps labeled “preliminary,” which are based on more recent and updated

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**FLOOD RISK NOTIFICATION REPORT**

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flood data, are not yet used to determine flood insurance rates. Preliminary maps must be adopted by FEMA to replace an effective map for the purposes of flood insurance.

While the preliminary maps contain more recent data, both preliminary and effective maps are based on past flooding and do not reflect future conditions due to the effects of climate change or due to other changes within a watershed.

**FEMA Special Flood Hazard Area (SFHA)**

The SFHA is the area subject to flooding by the 100-year flood, which has a 1% chance of occurring in any given year. This flood has an equal chance of occurring every year, regardless of whether it occurred in previous years. The SFHA includes:

- **Floodway (FW):** The inner portion of the flood plain, which has an extremely high risk of flood. Development in this area is generally prohibited.
- **Zone A:** Area inundated by the storm that has 1% chance storm of occurring in a year, known as the Base Flood, where Base Flood Elevations (BFE) have not been determined because no detailed analysis have been performed. Because floodplains marked as Zone A do not tell you the flood elevation, they are not used as a basis for determining compliance with the State's flood hazard regulations.
- **Zone AE:** Area inundated by the Base Flood event with BFE determined. The BFE is the number associated with this zone indicates the elevation of flooding that could occur. Therefore, Zone AE mapping is used to help define jurisdictional limits of the State's flood hazard regulations and to establish design criteria that your project must meet.
- **Zone AH:** Area inundated by the Base Flood with flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- **Zone AO:** Area inundated by the Base Flood with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For some areas, (i.e., alluvial fan flooding), velocities are also determined.
- **Zone V:** Coastal flood zone with waves at least 3 feet in height. Base Flood elevations not determined. Because floodplains marked as Zone V do not tell you the flood elevation, they are not used as a basis for determining compliance with the State's flood hazard regulations.
- **Zone VE:** Coastal flood zone with waves at least 3 feet in height. Base Flood elevations determined. Therefore, Zone VE mapping is used to help define jurisdictional limits of the State's flood hazard regulations and to establish design criteria that your project must meet.

**FEMA Moderate Flood Hazard Area (MFHA)**

The MFHA relates to the 500-year flood, which is the level of flooding that has a 0.2% chance of occurring in any given year. This flood has an equal chance of occurring every year, regardless of whether it has occurred in previous years. FEMA Flood Zone maps are based on past flooding, are based on data of varying age, and do not reflect future conditions resulting from climate change. The MFHA includes:

- **Zone X (shaded):** Areas within 500-year flood plain; areas in 100-year flood plain with depths of less than 1 foot or drainage areas less than 1 square mile; areas protected from 100-year flood by levees.
- **Zone X (not shaded):** are areas outside the 500-year flood plain.

This automated report is provided as a free public service and is intended for informational purposes only. This report does not constitute a delineation of regulated areas or an authorization to conduct any regulated activities upon the subject parcel.

**FLOOD RISK NOTIFICATION REPORT**

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- 500-year flood plain.

This automated report is provided as a free public service and is intended for informational purposes only. This report does not constitute a delineation of regulated areas or an authorization to conduct any regulated activities upon the subject parcel.

# STATE OF NEW JERSEY

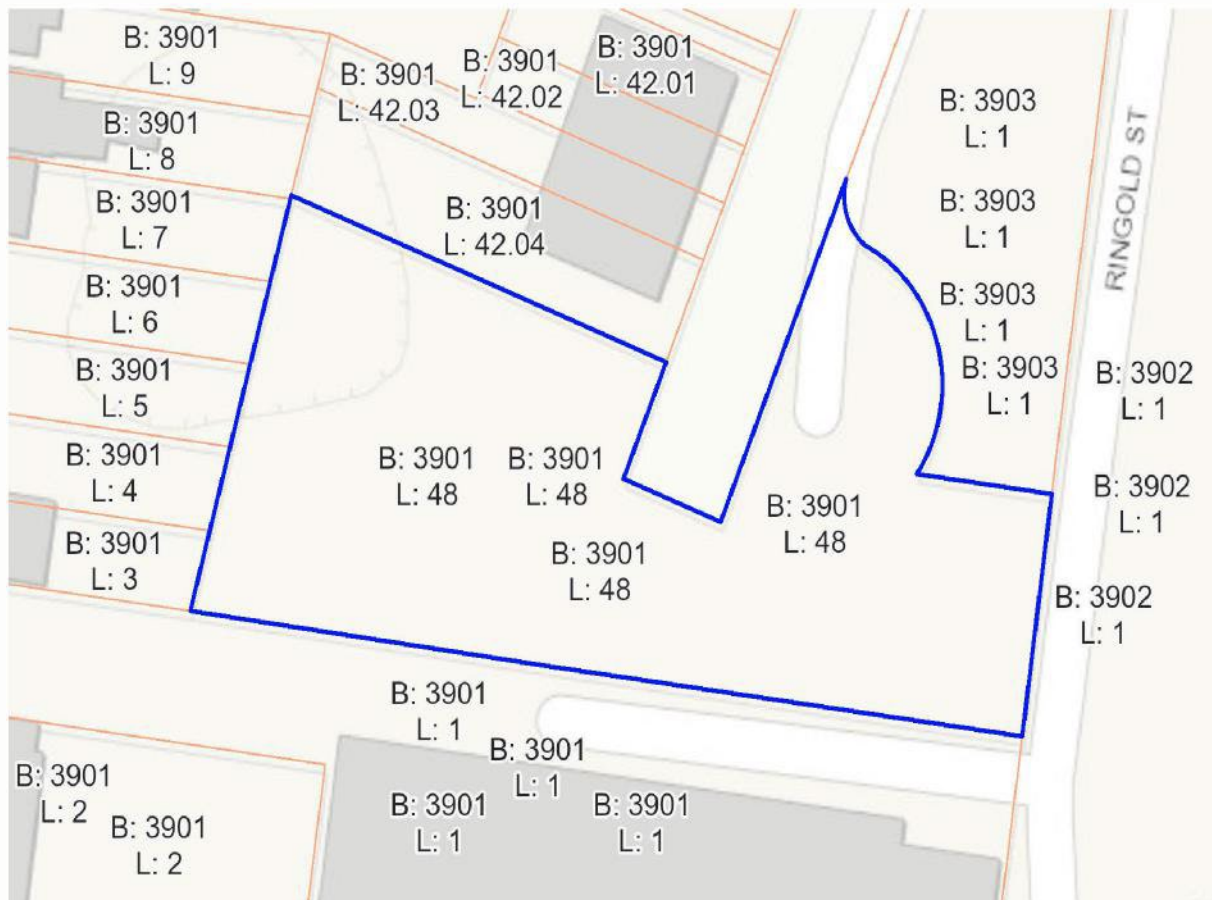
## FLOOD RISK NOTIFICATION REPORT

provided by the New Jersey Department of Environmental Protection  
for purposes of flood risk notification pursuant to P.L. 2023 c. 94

Report Generated: **March 28, 2025**



The New Jersey law on flood risk notification, [P.L. 2023, c. 94](#), requires landlords and sellers of real property to make certain disclosures concerning known and potential flood risks. This automated report has been generated by the New Jersey Department of Environmental Protection (NJDEP) Flood Risk Notification Tool and is intended to assist its users in identifying flood risks that may affect a subject parcel.



### Subject Parcel:

PIMS ID	1111_3901_48
Street Address	TITUS AVE
City	TRENTON CITY
County	MERCER
Block	3901
Lot	48



**FLOOD RISK NOTIFICATION REPORT**

The following flood risk information is derived from publicly accessible Federal Emergency Management Agency (FEMA) data available at the time this automated report was generated, and only indicates whether the subject parcel is located within a FEMA Special Flood Hazard Area (the 100-year/1% annual chance floodplain) or a FEMA Moderate Risk Flood Hazard Area (the 500-year/0.2% annual chance floodplain) based on effective (final) and preliminary (draft) FEMA Flood Insurance Rate Maps. Users should be guided by preliminary flood zones where available.

FEMA EFFECTIVE FLOOD ZONE(S)	FEMA PRELIMINARY FLOOD ZONE(S) (if applicable)
This property is located in an Area of Minimal Flood Hazard.	No Preliminary Flood Zones Present
X: AREA OF MINIMAL FLOOD HAZARD	No Preliminary Flood Zones

**IMPORTANT NOTICES**

Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding. In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage originated in or after 2020.

By identifying the presence of Special Flood Hazard Areas and Moderate Risk Flood Hazard Areas officially mapped by FEMA, this report supports flood risk notification, but does not identify every possible flood risk that could affect the subject parcel. For example, while most floodplains in New Jersey have been studied, FEMA has not studied every stream or officially mapped every existing flood hazard area in New Jersey. Additionally, FEMA flood hazard area designations, which are based on historical rainfall trends, do not account for projected future increases in extreme precipitation, sea-level rise, or attendant flooding.

Accordingly, this automated report should be considered as just one point of information in a deeper evaluation of flood risks that may affect the subject parcel.

Depending on their individual needs and interests, users of this report may wish to consult a floodplain management professional to conduct a more fulsome flood risk assessment for the subject parcel.

**INTERPRETING THIS AUTOMATED REPORT**

The flood report will list all flood zones that overlap your property.

- The subject parcel is located in the **Special Flood Hazard Area** (100-year or 1% annual chance floodplain) if the report lists any of the following zones: **A, AE, AH, AO, V, or VE**.
  - This is true regardless of subtype, including if no subtypes are present.
- The subject parcel is located in the Moderate Risk Flood Hazard Area (500-year or 0.2% annual chance floodplain) if the report includes Zone X: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD.

The subject parcel is not located in a FEMA Special or Moderate Risk Flood Hazard Area only if the report states that no FEMA Flood Zones are found or if the report lists **only** Zone X: AREA OF MINIMAL FLOOD HAZARD. If "X: AREA OF MINIMAL FLOOD HAZARD" is listed alongside other flood zones or sub-types

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**FLOOD RISK NOTIFICATION REPORT**

listed above, this indicates that a portion of the property is in a flood hazard zone and should be disclosed as such.

**Subject Parcel:**

PIMS ID	1111_3901_48
Street Address	TITUS AVE
City	TRENTON CITY
County	MERCER
Block	3901
Lot	48

FEMA EFFECTIVE FLOOD ZONE(S)	FEMA PRELIMINARY FLOOD ZONE(S) (if applicable)
This property is located in an Area of Minimal Flood Hazard.	No Preliminary Flood Zones Present
FloodZone Notes	Preliminary Flood Zone

**Flood Risk Disclosure Requirements**

The New Jersey law on flood risk notification, [P.L. 2023, c. 94](#), requires landlords and sellers of real property to make certain disclosures to prospective tenants and buyers concerning known and potential flood risks. When a subject parcel is located in the Special Flood Hazard Area (100-year or 1% annual chance floodplain) or the Moderate Flood Hazard Area (500-year or 1% annual chance floodplain), this information must be included in Flood Risk Notice and property condition disclosure forms.

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FEMA periodically re-assesses a community's flood risk using updated data and modeling and mapping technology. These updated models are published as preliminary maps until they are made effective following a public comment or appeal period.

**Understanding FEMA Flood Zones**

FEMA Flood Zones are geographic areas that FEMA has defined according to varying levels of flood risk. These maps are provided to support the National Flood Insurance Program. The maps depict the Special Flood Hazard Areas, or the 100-year flood plain (i.e., Zones A, AE, AH, AO, V, VE), and the 500-year floodplain in both tidal and non-tidal areas. These zones are described in detail below. The maps do not depict actual risk. They are based on past flooding. The age of these maps varies depending on location. FEMA Flood Zones do not reflect future conditions resulting from climate change or changes to the watershed.

**FEMA Preliminary and Effective Maps**

There can be two types of FEMA Flood Zone maps – effective and preliminary. While both maps depict areas with flood potential, maps labeled “preliminary,” which are based on more recent and updated

This automated report is provided as a free public service and is intended for informational purposes only. This report does not constitute a delineation of regulated areas or an authorization to conduct any regulated activities upon the subject parcel.

**FLOOD RISK NOTIFICATION REPORT**

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flood data, are not yet used to determine flood insurance rates. Preliminary maps must be adopted by FEMA to replace an effective map for the purposes of flood insurance.

While the preliminary maps contain more recent data, both preliminary and effective maps are based on past flooding and do not reflect future conditions due to the effects of climate change or due to other changes within a watershed.

**FEMA Special Flood Hazard Area (SFHA)**

The SFHA is the area subject to flooding by the 100-year flood, which has a 1% chance of occurring in any given year. This flood has an equal chance of occurring every year, regardless of whether it occurred in previous years. The SFHA includes:

- **Floodway (FW):** The inner portion of the flood plain, which has an extremely high risk of flood. Development in this area is generally prohibited.
- **Zone A:** Area inundated by the storm that has 1% chance storm of occurring in a year, known as the Base Flood, where Base Flood Elevations (BFE) have not been determined because no detailed analysis have been performed. Because floodplains marked as Zone A do not tell you the flood elevation, they are not used as a basis for determining compliance with the State's flood hazard regulations.
- **Zone AE:** Area inundated by the Base Flood event with BFE determined. The BFE is the number associated with this zone indicates the elevation of flooding that could occur. Therefore, Zone AE mapping is used to help define jurisdictional limits of the State's flood hazard regulations and to establish design criteria that your project must meet.
- **Zone AH:** Area inundated by the Base Flood with flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- **Zone AO:** Area inundated by the Base Flood with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For some areas, (i.e., alluvial fan flooding), velocities are also determined.
- **Zone V:** Coastal flood zone with waves at least 3 feet in height. Base Flood elevations not determined. Because floodplains marked as Zone V do not tell you the flood elevation, they are not used as a basis for determining compliance with the State's flood hazard regulations.
- **Zone VE:** Coastal flood zone with waves at least 3 feet in height. Base Flood elevations determined. Therefore, Zone VE mapping is used to help define jurisdictional limits of the State's flood hazard regulations and to establish design criteria that your project must meet.

**FEMA Moderate Flood Hazard Area (MFHA)**

The MFHA relates to the 500-year flood, which is the level of flooding that has a 0.2% chance of occurring in any given year. This flood has an equal chance of occurring every year, regardless of whether it has occurred in previous years. FEMA Flood Zone maps are based on past flooding, are based on data of varying age, and do not reflect future conditions resulting from climate change. The MFHA includes:

- **Zone X (shaded):** Areas within 500-year flood plain; areas in 100-year flood plain with depths of less than 1 foot or drainage areas less than 1 square mile; areas protected from 100-year flood by levees.
- **Zone X (not shaded):** are areas outside the 500-year flood plain.

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**FLOOD RISK NOTIFICATION REPORT**

- 500-year flood plain.

## **EXHIBIT I**

### **To the extent required by applicable law**

## **FEDERAL COMPLIANCE REQUIREMENTS**

### **EXHIBIT I-1**

## **FEDERAL AND STATE COMPLIANCE REQUIREMENTS**

### **UNIFORM COMPLIANCE REQUIREMENTS**

^ \_\_\_\_\_ (hereinafter “Grantee”, and also referred to as “Beneficiary”) agrees to comply with all applicable federal, state and local laws, regulations, guidance and policies, including those listed below (as applicable).

1. Grantee shall comply with all applicable provisions of the Uniform Compliance Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, or other similar federal provisions should they apply to Beneficiaries.
2. Contract Provisions Required by Appendix II to 2 C.F.R. Part 200 (Non-Federal Entity Contracts Under Federal Awards): As required by Appendix II, all contracts made under the Federal award must contain the following provisions, or other similar federal provisions should they apply to Beneficiaries.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60–1.3 must include the equal opportunity clause provided under 41 C.F.R. 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” *See construction appendix, attached hereto as Exhibit L, for required language.*

(B) Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Where applicable, the Grantee must comply with Copeland Anti-Kickback" Act and implementing regulations. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. **The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. This clause shall be inserted in all contracts/subcontracts and all contractors/subcontractors shall require their respective subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of these clauses may be grounds for termination of the contract, and for debarment as a contractor/subcontractor as provided in 29 C.F.R. § 5.12. See construction appendix, attached hereto as Exhibit L, for required language.**

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). ***See construction appendix, attached hereto as Exhibit L, for required language.***

(D ) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). ***See construction appendix, attached hereto as Exhibit L, for required language.***

(E ) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ***See construction appendix for required language. Grantee shall execute a separate Lobbying Certification attached hereto as Exhibit D.***

(G ) In accordance with 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section (***See construction appendix, attached hereto as Exhibit L, for required language***):

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 3. DUPLICATION OF BENEFITS

This Grant is subject to federal law prohibiting duplication of benefits. A duplication of benefits occurs when someone receives financial assistance from multiple sources and the total assistance received exceeds their need for that type of assistance. Federal guidelines relating to duplication of benefits include the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) (Stafford Act), the Disaster Recovery Reform Act, 44 C.F.R. § 206.191, and 2 C.F.R. part 200 Uniform Compliance Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Section 312(a) of the Stafford Act prohibits the use of Federal disaster assistance to pay a person or entity twice for the same disaster loss, unless the person or entity has an additional need or is used for a different purpose. Under the 2 C.F.R. § 200.404, costs paid with federal grant funding must be necessary and reasonable; if a person/entity receives financial assistance twice for the same loss, those costs are not necessary or reasonable. Grantee agrees to comply with these and other laws applicable to duplication of benefits. Grantee shall provide a Duplication of Benefits Affidavit disclosing all funding received or anticipated for the same purposes as this Grant (attached hereto as **Exhibit B**). Grantee shall also provide a Subrogation and Assignment Agreement, agreeing to refund the Authority in the event of a duplication of benefits (attached hereto as **Exhibit C**).

### 4. CONFLICT OF INTEREST

Grantee has reviewed and shall adhere to the State Uniform Ethics Code, available at <https://www.nj.gov/ethics/docs/ethics/uniformcode.pdf>, which is the Authority's code of ethics. Grantee will adhere to the State Conflict of Interest Law, N.J.S.A. 52:13D-1 et seq. and applicable federal ethics and conflict of interest law. No one who exercises any functions or responsibilities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from a Grant-assisted activity (or have a financial interest in any contract, subcontract, or agreement with respect to a Grant assisted activity).

### 5. NON-DISCRIMINATION

Any act of unlawful discrimination committed by Grantee or failure to comply with the following statutory and regulatory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action; Grantee agrees to comply with the following, as applicable:

- a. Title VI of the Civil Rights Act of 1964 and as amended in 1988, 42 U.S.C. §2000d et seq., as amended, which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Grantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program receiving federal funding assistance, with special provisions for grantees with 15 or more employees requiring a formal, written grievance procedure for resolution of complaints.
- c. Section 508 of the Rehabilitation Act of 1973, requiring that electronic and information technology be accessible to people with disabilities, including employees and members

of the public.

- d. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age.
- e. Title II of the Americans with Disabilities Act of 1990, prohibiting discrimination and ensuring equal opportunity for persons with disabilities in employment, and commercial facilities.

## 6. NEW JERSEY PREVAILING WAGE AND CONTRACTOR REGISTRATION

- a. If the Project involves construction, renovations or the installation of equipment, the Authority requires that prevailing wages be paid to the Project construction workers and those contractors comply with the Authority's Affirmative Action and Prevailing Wage Program. All construction contracts regarding the Project must contain additional language as set forth in the Authority's Affirmative Action and Prevailing Wage Addendum to Construction Contract. Unless a statutory exception applies, no contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.) at the time the bid is made, and no contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act. Effective May 1, 2019, the Act also requires that all contractors participate in a registered apprenticeship program. In addition, the general contractor must include said language in all subcontracts. Regulations, forms, guidance documents (including an Affirmative Action and Prevailing Wage program summary) are available [on the NJEDA's website](#).

7. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Parties acknowledge the importance of wearing seat belts. *The NJEDA encourages the Grantee, its contractors/subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.*

8. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the NJEDA prohibits its employees from engaging in text messaging while on official NJEDA business and when using electronic equipment supplied by the NJEDA while driving. *The NJEDA further encourages Grantee, as well as its contractors/subcontractors/recipients/subrecipients, to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles and when performing any work funded under this Grant, and to establish workplace safety policies to decrease accidents caused by distracted drivers.*

## 9. RECORDS, ACCESS AND MAINTENANCE

Grantee shall establish and maintain all documents and other records related to the Grant Award and the Agreement until the latest of the following dates:

Five (5) years after the date of final payment (as required by N.J.A.C. 17:44-2.2);

Five (5) years after contract completion, which is the end of the Compliance Term (as required by N.J.A.C. 17:44-2.3); or

Three (3) years after from the anticipated date of submission of the final expenditure report, which is anticipated to occur on or about December 31, 2026 (as required by 2 C.F.R. § 200.334).

If the Grant Award is used to acquire real property or equipment, records related to the real property or equipment must be retained for three (3) years after final disposition (as required by 2 C.F.R. § 200.334(c)).

Documents and other records required by the Grantor with respect to any questioned costs, litigation or dispute between the Grantor and the Grantee arising out of this Agreement shall be maintained for the time needed to fully resolve any such issue.

If for any reason the Grantor shall require a review of the documents and other records related to the Program, the Grantee shall, at its own cost and expense, provide all such records to the Grantor. Grantee shall maintain and organize its documents and other records related to this Agreement in such form so that, in case of a review of its documents and other records or for audit purposes, it is able to verify and document the use of the Grant Award for the Project.

Grantee agrees to cooperate and be subject to review and audit by the Grantor, the Office of the State Comptroller, and any other agency or department of the State of New Jersey or the federal government in relation to this Agreement, Exhibits and Project. The provisions of this Section shall survive termination of this Agreement.

\_\_\_\_\_ (Initials)

**To the extent required by applicable law**

**FEDERAL AND STATE COMPLIANCE REQUIREMENTS**

**EXHIBIT I-2**

**SUBROGATION AND ASSIGNMENT AGREEMENT**

This Subrogation and Assignment Agreement (hereinafter the "Agreement") made as of the Effective Date by and between ^ \_\_\_\_\_ located at ^ \_\_\_\_\_ (hereinafter the "Grantee"), and the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey organized and existing under the authority of N.J.S.A. 34:1B-1 et seq., having its offices at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 (hereinafter referred to as the "Grantor" or the "Authority"), the above entities being hereinafter referred to as the "Parties").

1. Definitions:

"Duplication of Benefits" or "DOB" means receiving funds for a cost, expense, lost revenue or other purpose for which Grantee has received or will receive financial assistance under any other program, or from insurance or any other source such that it has received assistance for a cumulative amount that exceeds its need, which duplication of benefit is prohibited under federal law, including but not limited to 42 U.S.C. 5155(a) and 2 C.F.R. Part 200. A duplication of benefits occurs when someone receives financial assistance from multiple sources for the same purpose, and the total assistance received exceeds their need for that type of assistance.

"Grant Proceeds" means the American Rescue Plan, State and Local Fiscal Recovery Fund used to construct the Maternal Infant Health Innovation Grantee

2. In consideration of Grantee's receipt of the Grant Proceeds, Grantee hereby assigns to the Authority all of Grantee's current and future rights to reimbursement and/or payments received or to be received from any grant, loan, insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by a federal, state or local governmental entity, or any other entity, to the extent it would constitute a Duplication of Benefits under this agreement, as determined in the sole discretion of Authority.
3. Upon receiving any funds for the same purpose or purposes as the Grant Proceeds that were not listed on the Duplication of Benefits Affidavit, Grantee agrees to immediately notify the Authority and provide all relevant documentation related thereto. The Authority will determine, in its sole discretion, if such additional amounts constitute a DOB.
4. If the Authority determines that a duplication of benefits has already occurred, it will notify Grantee and Grantee shall promptly reimburse the Authority for the DOB. If the Grantee has not yet received all of the Grant Proceeds, the Authority may, in its sole discretion, reduce the amount of the Grant Proceeds to ensure that no duplication of benefits occurs.
5. Grantee agrees to promptly and fully assist and cooperate with the Authority in good faith if the Authority elects to pursue any of the claims Grantee has against insurers. Grantee hereby expressly permits the Authority to bring suit in Grantee's name(s), giving depositions, providing

documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Authority. Grantee also agrees to assist and cooperate with the Authority by promptly providing any related and requested documentation with respect to any such case or controversy, Grantee further agrees to promptly and fully assist and cooperate in good faith with the attainment and collection of any DOB Proceeds that the Grantee would be entitled to under any applicable Disaster Program.

6. If requested by the Authority, Grantee agrees to promptly, fully, and in good faith execute such further and additional documents and instruments as may be requested to effectuate the intent and purposes of this Subrogation and Assignment Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Authority to consummate and make effective the purposes of this Agreement.
7. Grantee shall promptly, fully, and in good faith complete the Authority's request of any company with which Grantee held insurance policies or a federal, state or local governmental entity, or any other entity from which Grantee has applied for or is receiving funding of any type, any non-public or confidential information determined to be reasonably necessary by the Authority to monitor and enforce its interest in the rights assigned to it under this Agreement. Grantee further gives Grantee's consent to any such company or governmental entity to release said information to the Authority.
8. Once the Authority has recovered an amount equal to any duplication of benefits, the Authority will reassign to Grantee any rights assigned to the Authority pursuant to this Agreement.
9. Grantee represents that all statements and representations made by it are true and correct as of the Effective Date as defined in this Agreement and agrees to have a continuing obligation to ensure all statements and representations made by it are true and correct throughout the term of the Agreement and at all times thereafter relevant.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.
11. Electronic signature on this Agreement shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Agreement and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the Agreement. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, scanning and returning the signed agreement to the NJEDA.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective signatories duly authorized as of the date and year last written below (“Effective Date”).

GRANTEE:

GRANTOR:

**NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### EXHIBIT I-3

#### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Electronic signature on this certification shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this certification and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the certification. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative and Date

## EXHIBIT I-4

### CONSTRUCTION APPENDIX

#### 1. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

## 2. Copeland "Anti-Kickback" Act

During the performance of this contract, the contractor shall:

1. Comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
3. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
4. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## 3. Contract Work Hours and Safety Standards Act

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less

than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 4. Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

#### 5. Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

#### 6. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."