

LEASE AGREEMENT
BETWEEN
HENKELS & McCOY,
INC.
AND
THE ESTATE OF JOSEPH R. SUPOR

This LEASE AGREEMENT ("Lease") is made the 2nd day of May, 2023, by and between HENKELS & McCOY, INC. a corporation with its principal offices at 985 Jolly Road, Blue Bell, Pennsylvania 19422 (hereinafter, "H&M") and The Estate of Joseph R. Supor (hereinafter, "Lessor"), an estate with an address at 433 Bergen Avenue, Kearney, NJ 07032.

WHEREAS H&M desires to lease an approximately 8,000 square foot portion of property owned by Lessor (such portion hereinafter "Leased Premises") located at 310-314 Manor Avenue, Harrison, NJ, including ingress and egress thereto and therefrom the public roadway as depicted on Exhibit "A" attached hereto, to store passenger and construction vehicles, equipment and materials.

WHEREAS Lessor agrees to rent to H&M such property on the terms and conditions set forth below

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the clauses above incorporated herein, and intending to be legally bound hereby, the parties agree as follows:

1. TERM: This Lease shall be for an initial term of approximately nine (9) months, commencing on May 2nd, 2023 (the "Commencement Date") and expiring on January 31, 2024 (the "Initial Term"). After the expiration of the Initial Term, H&M shall have the option to renew the Lease on a month to month basis at the same rent, on the same terms and conditions as herein contained, until H&M gives ten (10) days' notice to Lessor terminating the Lease (the "Renewal Term") (the Initial Term and any Renewal Term are hereinafter collectively referred to as "Term"). In no event shall H&M be subject to any increase in Rent for the Renewal Term. Written notice of H&M's intent to renew shall be given to Lessor at least ten (10) days prior to the expiration of the Initial Term. Otherwise, H&M shall have no further liabilities or obligations to Lessor.
2. RENT: H&M agrees to pay Lessor Six Thousand Dollars (\$6,000.00) per month during the Term, commencing on the Commencement Date and which rent shall be due and payable on the first day of each calendar month thereafter. Rent for any partial calendar month shall be prorated.
3. POLLUTION AND HAZARDOUS MATERIALS WARRANTY AND INDEMNITY. Lessor warrants it has fully disclosed to H&M all known or suspected conditions that could give rise to any environmental liabilities in connection with the Leased Premises, including

without limitation buried hazardous substances, petroleum products, all known or suspected PCB-containing items, asbestos-containing materials, all underground storage tanks and/or other latent conditions which could result in the release into the environment of such substances or products. Lessor agrees to defend, indemnify and hold harmless H&M, its parent company, affiliates, agents, and employees from and against any claims, damages, losses, costs, including bodily injury, sickness disease or death that may arise due to the breach of any of the foregoing representations and warranties. This indemnification shall survive the term of the Lease and shall be binding for a period of two (2) years thereafter.

4. REPRESENTATIONS. Lessor represents and warrants as follows: (a) that it is the sole and lawful owner of the real property and is legally permitted to enter into this Lease, and (b) that it is in good standing with the lender/mortgage holder, if any, (c) the real estate, and H&M's intended Use for same, is in accordance with and compliant with all zoning, codes, ordinances, laws.

5. INSURANCE. At all times during this Lease, H&M shall maintain in full force and effect, at its sole expense, the following insurance with responsible insurance companies:

- A. Commercial general liability insurance providing coverage for operations, completed operations and contractual liability with respect to liability assumed by H&M hereunder. The limits of coverage for such insurance shall be \$2,000,000 each occurrence and \$4,000,000 general aggregate and \$4,000,000 products-completed operations aggregate.
- B. Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned, hired and rented vehicles with a combined single limit of \$2,000,000 each accident.
- C. Evidence of Worker's Compensation insurance with statutory limits of coverage including employer's liability limits of \$1,000,000 each accident/ \$1,000,000 by disease each employee/ \$1,000,000 by disease policy limit.
- D. Other Insurance: Prior to the commencement of any use hereunder, H&M, upon written request, shall furnish proof of all such insurance.

6. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and there are no oral or written understandings of any kind.

7. MODIFICATIONS. Except as otherwise set forth herein, this Lease cannot be changed, modified or otherwise varied except by written agreement signed by both

parties.

8. **SEVERABILITY.** It is believed that no provision of this Lease is contrary to or in violation of any state or federal law, but if it should be determined that there is a provision hereof that is in conflict with any such law or regulation, then such provision shall continue only to the extent permitted. In the event any provision of this Lease is thus held inoperative, the remaining provisions shall, nevertheless, remain in full force and effect.

9. **QUIET ENJOYMENT.** Lessor represents and warrants that as long as H&M is not in default under the Lease, H&M shall peacefully and quietly have, hold, and enjoy the Leased Premises for the Term without hindrance or molestation from Lessor or any third party.

10. **WAIVER OF SECURITY INTEREST.** Lessor does not have any interest including without limitation a security interest, in H&M's personal property, any items stored on the Leased Premises, or its trade fixtures. None of H&M's personal property, stored items, or trade fixtures will be deemed fixtures by Lessor.

11. **EVENTS OF DEFAULT.** In the event Lessor or H&M fails to comply with this Lease and such default continues uncured for thirty (30) days after written notice to the defaulting party, the non-defaulting party shall have all rights and remedies provided herein, as well as the right to pursue any and all rights in law or equity, including but not limited to terminating this Lease.

12. **WAIVER OF CONSEQUENTIAL DAMAGES.** Lessor and H&M waive all claims against each other for any consequential, incidental, indirect, special, exemplary, or punitive damages (including but not limited to, loss of actual or anticipated profits or revenues, and regardless of whether any such claim arises out of breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory).

13. **NO BROKERS.** Lessor and H&M both represent and warrant that they have dealt with no broker or salesman in connection with this Lease. Lessor and H&M hereby agree to indemnify and hold each other harmless from and against any and all liability and cost which Lessor or H&M may suffer in connection with other real estate brokers or agents claiming by, through, or under either party seeking any commission, fee, or payment in connection with this Lease.

14. **AUTHORITY.** Landlord is an estate, and the individual executing this Lease on behalf of Landlord hereby covenants and warrants that such person is the personal representative or the executor and that such person signing on behalf of the estate is

authorized to do so. Landlord shall provide Tenant on demand with evidence of such authority as Tenant shall reasonably request, including letters testamentary or other court documents. If Tenant is a corporation, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in the State of New Jersey, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so.

signatures follow

IN WITNESS WHEREOF, the parties have hereunto executed this Lease
the day and year first above written.

HENKELS & MCCOY, INC.

By: E. Kevin Shoosmith

Name: E. KEVIN SHOOSMITH

Title: OVP.

THE ESTATE OF JOSEPH R. SUPOR

By: [Signature]

Name: Mark Triano

Title: Authorized member

EXHIBIT "A"

