

ACROW BRIDGE EQUIPMENT LEASE

LESSOR: ACROW Corporation of America, a New Jersey corporation

LESSOR’S OFFICE ADDRESS: 181 New Road, Parsippany, New Jersey 07054

LESSOR’S STORAGE YARD: 24 Randazzo Road, Lafayette, New Jersey 07848

LESSEE: TOWN OF WOODBURY

LESSEE’S ADDRESS: 615 ROUTE 32
PO BOX 1004
HIGHLAND MILLS, NY 10930

EFFECTIVE DATE: AUGUST 1, 2023

**EQUIPMENT LOCATION:
(JOBSITE)** WOODBURY BRIDGE RD
HIGHLAND MILLS, NY

**EQUIPMENT:
(DESCRIPTION)** TO THE RENTAL OF THE COMPONENTS TO CONSTRUCT ONE 70-FOOT LONG 700XS® ACROW® PANEL BRIDGE TO BE SUPPLIED IN ONE CLEAR SPAN. THE ROADWAY WIDTH, CURB-TO-CURB, IS 20 FEET. THE DESIGN LOAD IS AASHTO HS 20, PLUS THE ADDITIONAL LOAD FROM AN EPOXY AGGREGATE NON-SKID SURFACE. THE BRIDGE COMES COMPLETE WITH SIDE TRUSSES, FLOORBEAMS LOCATED AT TEN-FOOT CENTERS, ORTHOTROPIC STEEL PLATE DECKING WITH EPOXY AGGREGATE NON-SKID SURFACE, BRIDGE RAIL DESIGNED TO MEET THE FORCES OF TL-2, AND BEARINGS.

VALUE OF EQUIPMENT: \$295,000.00

MONTHLY RENTAL: FOR THE SUM OF:.....(per month)..... \$ 7,200.00

MINIMUM RENTAL PERIOD: PER MONTH

INITIAL PAYMENT: \$7,200.00

IF REMOVAL OF THE BRIDGE IS VIA A CRANE ASSISTED, ROLLERS AND 10-FOOT LAUNCHING TAIL AND/OR NOSE CAN BE RENTED. RETURN FREIGHT IS THE RESPONSIBILITY OF THE RENTER. LONGER NOSE OR TAIL MAY ADD COST.:

FOR THE SUM OF:.....(one month rental)..... \$3,500.00
Each month, thereafter:.....(per month)..... \$6,000.00

**RENTAL PAYMENT
COMMENCEMENT DATE:** Date on which the first truck loaded with Equipment arrives at the Equipment Location.

INCLUDED SERVICES: N/A person/days of field technical advisor services during the original erection and removal of the Equipment.

INSURANCE ATTACHMENT: Insurance certificates/policies/endorsements evidencing the insurance required by Paragraph 13.

THIS EQUIPMENT LEASE, is made as of the Date, by and between Lessor and Lessee.

The parties agree as follows:

1. **Lease.** Subject to the terms and conditions contained herein, the Lessor shall lease to the Lessee the Equipment.
2. **Delivery and Possession.** The Lessee shall take possession of the Equipment at the Equipment Location. The cost of transporting the Equipment to the Equipment Location is included in the Initial Payment (subject to escalation as provided for in paragraph 4), except that the cost and responsibility of unloading the Equipment from trucks at the Equipment Location shall be the responsibility of the Lessee. Lessee shall unload each truck carrying the Equipment at the Equipment Location within two (2) business hours of its arrival at the Equipment Location.

3. **Term.** The term of this Lease (the "Term") shall commence on the date when the first truck loaded with the Equipment arrives at the Equipment Location (without regard to the unloading of such truck) and shall continue in full force and effect until the Equipment is returned to the Lessor's Storage Yard pursuant to the terms hereof, subject to earlier termination pursuant to Paragraphs 11, 19 and 20.

4. **Rent.** As rent, the Lessee shall pay monthly installments equal to the Monthly Rental with the first payment being due on the Rental Payment Commencement Date, and all subsequent payments in advance on the first day of each calendar month thereafter, during the Term. Rent due hereunder with respect to portions of a calendar month during the Term other than during the Minimum Rental Period shall be calculated at a per diem of the Monthly Rental rate based upon an assumed thirty (30) day month. Regardless of the duration of the Term, Lessee shall pay rent for the Equipment for the Minimum Rental Period. Prior to the shipment of the Equipment, Lessee shall pay to Lessor the Initial Payment which includes an estimate of the delivery freight cost, shall satisfy Lessee's rent obligations hereunder for the Minimum Rental Period and any excess Initial Payment shall be applied to defray delivery freight cost and related engineering services. Lessee shall be responsible for the amount of any excess of the delivery freight cost actually paid by Lessor, over the amount of delivery freight cost included in the Initial Payment. Such excess shall be payable by Lessee within 10 days of receipt of an invoice therefor delivered by Lessor to Lessee.

5. **Place of Payment.** All payments of rent are due in advance and are payable at the Lessor's Office Address or to such other person and/or other place as the Lessor may from time to time designate in writing.

6. **Use.** The Lessee shall use the Equipment in a careful and proper manner and shall comply with all national, state, municipal, and other laws, ordinances and regulations in anyway relating to the possession, use or maintenance of the Equipment, including applicable regulations of the U.S. Army Corps of Engineers and the U.S. Coast Guard. If at any time during the term hereof the Lessor supplies the Lessee with labels, plates, or other markings stating that the Equipment is owned by the Lessor (or its designee), the Lessee shall affix and keep the same upon a prominent place on the Equipment. Lessee has reviewed the structural details of the Equipment and has designed the foundations and abutments on which the Equipment will be installed. Lessee has full control of the unloading, erection, maintenance, dismantling and reloading of the Equipment at the Equipment Location. Lessee shall be responsible for any and all damage and liability arising directly or indirectly from the unloading, assembly, erection, maintenance, dismantling reloading of the Equipment at the Equipment Location, and transportation of the Equipment to Lessor's Storage Yard. For the avoidance of doubt, all costs associated with the foregoing actions shall be borne solely by the Lessee.

7. **Lessee's Right of Inspection.** The Lessee shall inspect the Equipment within three (3) business days after arrival at the site of the last truck loaded with the Equipment. Unless the Lessee within such period of time gives written notice to the Lessor, specifying any defect in or other proper objection to the condition of the Equipment, the Lessee shall be conclusively presumed to have inspected the Equipment and to be satisfied with the same.

8. **Disclaimer of Warranty; Limitation of Liability.** LESSEE ACKNOWLEDGES THAT IT ALONE HAS SELECTED THE EQUIPMENT PURSUANT TO SPECIFICATIONS DRAFTED, REVIEWED AND/OR APPROVED BY LESSEE. LESSOR WARRANTS THAT THE EQUIPMENT MEETS THE SPECIFICATIONS (THE "WARRANTY"). THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF LESSOR, AND LESSOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR LESSOR ANY OTHER LIABILITY IN CONNECTION WITH THE LEASE OF THE EQUIPMENT OR THE PROVISION OF ANY OF THE INCLUDED SERVICES. THIS WARRANTY SHALL NEITHER APPLY TO THE INCLUDED SERVICES, NOR APPLY TO THE EQUIPMENT OR ANY PART THEREOF WHICH HAS BEEN SUBJECT TO DAMAGE, ALTERATION, ABUSE OR MISUSE. LESSOR MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY LESSOR. A FAILURE OF THE EQUIPMENT TO CONFORM TO THE WARRANTY IS REFERRED TO HEREIN AS A "WARRANTY BREACH", IF ANY WARRANTY BREACH BECOMES APPARENT AFTER THE DATE OF INSTALLATION OF THE EQUIPMENT, LESSOR SHALL, UPON PROMPT WRITTEN NOTICE AND COMPLIANCE BY THE LESSEE WITH SUCH INSTRUCTIONS AS IT SHALL GIVE WITH RESPECT TO THE EQUIPMENT, CORRECT SUCH NON-CONFORMITY BY REPAIR OR REPLACEMENT. CORRECTION IN THE MANNER PROVIDED ABOVE SHALL CONSTITUTE A FULFILLMENT OF ALL LIABILITIES OF LESSOR WITH RESPECT TO THE QUALITY OF THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE TO LESSEE FOR ANY CLAIM, LOSS, DAMAGE, LIABILITY OR EXPENSE OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING LOSS OF PROFITS WHETHER OR NOT DEEMED DIRECT OR INDIRECT DAMAGES), CAUSED, DIRECTLY OR INDIRECTLY, BY THE INCLUDED SERVICES, OR THE EQUIPMENT OR ANY PART THEREOF, OR THE INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFECT OR DEFICIENCY THEREIN, OR THE USE, OPERATION OR STORAGE THEREOF, OR THE INTERRUPTION OR LOSS OF THE SERVICE OR USE THEREOF, OR ARISING FROM ANY OTHER REASON OR CAUSE WHATSOEVER RELATING TO OR CONCERNING THE EQUIPMENT OR ANY PART THEREOF; PROVIDED, HOWEVER, LESSOR SHALL BE LIABLE FOR DAMAGES ARISING FROM BODILY INJURY OR PROPERTY DAMAGE TO THE EXTENT SAME RESULTS FROM A WARRANTY BREACH OR LESSOR'S NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES (COLLECTIVELY "LESSOR'S FAULT").

9. **Lessor's Right of Inspection.** The Lessor shall at any and all times have the right to enter upon the Equipment Location where the Equipment is located for the purpose of inspecting the same or observing its use. The Lessee shall, at the request of the Lessor, provide the Lessor with written authorization from the owner and any tenant of the Equipment Location confirming Lessor's right of inspection hereunder.

10. **Maintenance; Alterations.** Without limiting the generality of the provisions of Paragraph 6 hereof, it is acknowledged by Lessee that Lessor has no jurisdiction over the weight, speed, dimensions or manner of operation of vehicles allowed to cross the Equipment and its components. Accordingly, Lessee shall bear full responsibility for damage or other hazardous conditions which might result from accidents or other occurrences resulting, directly or indirectly, from any use of the Equipment that exceeds, in any manner, the maximum weight, speed, or other use parameters, required by applicable law, or recommended by any recognized authority, given the specifications, location, proposed use, and other circumstances surrounding the Equipment. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia painted or otherwise displayed on the Equipment and shall protect the Equipment from careless or negligent usage, including, without limitation, usage beyond tolerances expressed or inherent in the specifications. No component of the Equipment or companion erection gear shall be cut or drilled and no attachment to it shall be made by welding. Lessor agrees to use and maintain the Equipment in strict accordance with the Equipment's specifications. Lessee shall, at its own expense, maintain the Equipment in good operating condition, including, without limitation, completing all repairs and lubrication as and where appropriate. All tools, appliances and other appurtenances furnished by the Lessor with the Equipment shall be returned therewith to the Lessor in good condition together with the Equipment. Without limiting the generality of the foregoing, Lessee shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical and working order.

11. **Risk of Loss and Damage; Value of Equipment; Prepayment Premium.** The Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. No loss or damage to the Equipment, or any part thereof, shall impair any obligation of the Lessee under this Lease which shall continue in full force and effect, including, but not limited to, the obligation of the Lessee to make rental payments, except as specifically provided for in this Paragraph 11. Lessee shall immediately report to Lessor, and any other applicable government authority, any circumstance or occurrence in which all or any part of the Equipment is lost, stolen, destroyed or damaged. If all or any part of the Equipment is determined by the Lessor to be lost, stolen, destroyed, or damaged beyond repair, the Lessee shall pay the Lessor therefor in cash either of the following as Lessor may determine to be applicable in Lessor's sole discretion: (a) the Value of the Equipment, minus any salvage value of the Equipment as determined by the Lessor, or (b) the value of any Equipment components, minus any salvage value of such Equipment components as determined by Lessor. Such payment shall be due within five (5) business days within Lessor's determination of the salvage value, if any, of the Equipment. Upon such payment by Lessee, the payment by the Lessee of the rent for the Minimum Rental Period, and the Lessee's return of the remaining Equipment, if any, to the Lessor's Storage Yard, this Lease shall terminate, and the Equipment shall be and remain the sole and exclusive property of the Lessor.

12. **Surrender.** Upon the expiration or earlier termination of this Lease, with respect to any item of Equipment, the Lessee shall return the same to the Lessor at the Lessor's Storage Yard in accordance with Lessor's direction. Upon return, the Equipment shall be in good repair, condition, and working order, ordinary wear and tear resulting from proper use excepted, unless the Lessee has paid the Lessor in cash the Value of the Equipment or the value of any damaged Equipment components, as applicable pursuant to Paragraph 11.

13. **Insurance.** The Lessee shall keep the Equipment insured against all risks of loss or damage from every cause for not less than the Value of Equipment and shall carry public liability, contractual liability, and property damage insurance covering the Equipment, its operation and use, in the minimum combined single limit amount of \$6,000,000 plus the Value of Equipment, which shall be on a primary and non-contributory basis. All said insurance shall be in form and amount and with companies approved by the Lessor and shall name the Lessor as an additional insured on a primary and non-contributory basis. In addition, Lessee shall provide a lender's loss payee endorsement naming Lessor on a primary and non-contributory basis. On or before the commencement of the Term, the Lessee shall pay the insurance premium and deliver the certificates/policies/endorsements or duplicates thereof to the Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the Lessor, that it will give the Lessor thirty (30) days' prior written notice before the policy in question shall be altered or cancelled. Additionally, at the direction of the Lessor, Lessee shall cause to be added to the additional insureds and loss payee under such policies, any institutional lender providing financing for or secured by the Equipment. Any policy provided by the Lessee against claims for liability for injury to persons or property shall include a waiver of subrogation to any right of recovery which Lessee may have against Lessor. The proceeds of insurance, at the option of the Lessor, shall be applied:

- (a) toward the replacement, restoration, or repair of the Equipment, or
- (b) toward payment of the obligations of the Lessee hereunder.

Deductibles under the insurance shall not exceed \$5,000. In the case of insurance policy renewals, evidence of such renewal shall be delivered to Lessor at least ten (10) days prior to expiration of the then current policy. If, within ten (10) days following notice by the Lessor to the Lessee, the Lessor has failed to receive policies, endorsements or certificates of insurance in accordance with this Paragraph 13 together with such summaries of coverage and other information reasonably requested by the Lessor, or, if the insurance required hereunder has lapsed for any reason, the Lessor shall, at the Lessor's option, have the right to procure such insurance and any sums so expended by the Lessor shall thereafter be reimbursed by the Lessee to the Lessor immediately upon demand by Lessor.

14. **Liens, Taxes, Assessments, and Licenses.** The Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Equipment, excluding, however, all taxes on or calculated based on the Lessor's income. The Lessee shall also obtain and maintain in full force and effect during the Term, all permits and licenses, if any, necessary for the installation and operation of the Equipment or any parts thereof. Upon request by Lessor, Lessee will provide complete documented evidence of Lessee's compliance with its obligations under this Paragraph 14.

15. **Lessor's Payment.** If Lessee shall fail to pay the required fees, assessments charges, and taxes, the Lessor may pay the same. In that event, the cost thereof shall become additional rent and shall be due and payable to the Lessor on the next rental payment date or within ten (10) days of the date on which Lessor pays such fees, assessments, charges, duties and taxes, whichever date is sooner.

16. **Encumbrances and Breakages.** The Lessee shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed from the Equipment Location or part with possession of, the Equipment or any part thereof, and shall pay to the Lessor as additional rent (on the next rental payment date or within ten (10) days, whichever date is sooner) any charges that may be due to cover replacement, broken, or missing parts or service if the Lessor shall, at its sole option, elect to make repairs or replacement.

17. **Technical Services.** Upon at least fifteen (15) business days' prior notice, Lessor agrees to provide the Included Services at the Equipment Location. Additional consulting/engineering services are available at a cost of \$1,200.00 per person/per day, plus out-of-pocket expenses payable within thirty (30) days of invoice by the Lessor and which shall be considered additional rent hereunder. Lessor's consulting services hereunder will be that of an independent contractor.

18. **Indemnification.** The Lessee shall indemnify the Lessor, its agents, employees, shareholders and directors against, and shall hold the Lessor and such other parties harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages (from whatsoever cause, except Lessor's Fault), and liabilities, including reasonable attorneys' fees and costs, arising out of, connected with or resulting from the Equipment or the use thereof, including, without limiting the generality of the foregoing, the unloading, installation, erection, maintenance, possession, use, operation, reloading and return of the Equipment. The indemnification set forth in this Paragraph 18 shall survive the termination of this Lease.

19. **Default.** If the Lessee fails to pay any rent or other amount herein provided when the same shall become due and payable, or if the Lessee fails to observe, keep or perform any other provisions of this Lease required by it to be observed, kept, or performed, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee, whereby the Equipment may be taken or detained, including, without limitation, a succession, termination or liquidation of Lessee's business, or if there shall occur a material adverse change in the financial condition or creditworthiness of the Lessee in the reasonable judgment of the Lessor, the Lessor may exercise any one or more of the following remedies:

- (a) To immediately terminate this Lease as to any or all items of Equipment.
- (b) To declare a default immediately upon which the Rental Amount payable hereunder shall be doubled until all items of Equipment are returned by Lessee to Lessor's Storage Yard in accordance with Paragraph 12;
- (c) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment.
- (d) To take possession of any or all items of Equipment, without demand or notice, wherever the same shall be located, without any court order or other process of law. The Lessee hereby waives any and all damage occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this Lease as to any or all items of Equipment unless the Lessor expressly so notifies the Lessee in writing; and
- (e) To pursue any other remedy at law or in equity.

Notwithstanding any such repossession or any other action that the Lessor may take, the Lessee shall remain liable for the full performance of all obligations on its part to be performed under this Lease; provided, however, that if the Lessor obtains any moneys for the Equipment from re-rental or sale thereof, said moneys, less expenses, shall be credited to the last payments of the Lessee's obligation. If Lessor exercises any remedies pursuant to this Paragraph 19, the Lessee's rent obligations are accelerated.

20. **Bankruptcy.** Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under any bankruptcy law is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment by the benefit of his creditors, or if a writ of attachment or execution is levied on any item or items of Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action, to which the Lessee is a party, with authority to take possession or control of any item or items of the Equipment, this Lease shall, without further notice, automatically and immediately terminate and shall not be treated as an asset of the Lessee.

21. **Concurrent Remedies.** No right or remedy conferred upon or reserved to the Lessor is exclusive of any other right or remedy in this Lease or by law or in equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by status or otherwise and may be enforced concurrently therewith or from time to time.

22. **Lessor's Expenses.** The Lessee shall pay the Lessor all costs and expenses, including attorneys' fees, incurred by the Lessor in exercising any of its rights or remedies under this Lease or enforcing any of the terms, conditions, or provisions hereof. Such amounts shall be payable on demand.

23. **Assignment; Binding Effect.** The Lessee shall not (a) assign, transfer, pledge, or hypothecate this Lease, the Equipment or any part thereof, or any interest therein or (b) sublet or lend the Equipment or any part thereof, or permit the Equipment or any part thereof to be used by anyone other than the Lessee, the Lessee's employees and, subject to the terms and conditions hereof, the users of the roads for which the Equipment is to serve as a bridge at the Equipment Location. Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

24. **Lessor's Assignment.** All rights of the Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part without notice to the Lessee. If the Lessor assigns this Lease or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by the Lessor under this Lease or pursuant to any other agreement between the Lessor or the Lessee, if any, shall excuse performance by the Lessee of any provision hereof. No assignee of Lessor shall be obligated to perform any duty, covenant or condition required to be performed hereunder by the Lessor. Lessee agrees to provide prompt and full cooperation with the requirements of Lessor's lenders, including, without limitation, executing such forms of lease subordination, estoppel, UCC financing statements and other documents as may be required by Lessor's lender within three (3) business days of when requested. Failure of Lessee to perform its obligations under this Paragraph 24 shall be considered a Default under this Lease. Additionally, Lessor agrees to direction from Lessor's lender on or after receipt by Lessee of such direction from Lessor's lender. Except as provided in this Lease, a person who is not a party to this Lease shall not have any rights to enforce any term of this Lease.

25. **Personal Property.** The Equipment is, and shall at all times be and remain, personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner, affixed or attached to or imbedded in or permanently resting upon real property or any building thereon, or attached in any manner to what is permanent, as by means of cement, bolts, screws, or otherwise.

26. **Interest.** If the Lessee shall fail to pay any part of the rent herein reserved, or any other sum required by the Lessee to be paid to the Lessor, within ten (10) days after the due date thereof, the Lessee shall pay to the Lessor interest on the delinquent payment from the expiration of said ten days until paid at the rate of eighteen percent (18%) per annum.

27. **No Offsets.** The Lessee hereby waives any and all existing and future claims and offsets against any rent or other payments due under this Lease and agrees to pay the rent and other amounts hereunder regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

28. **Nonwaiver.** No covenant or condition of this Lease may be waived except by the written consent of the Lessor. Forbearance or indulgence by the Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Lessee to which the same may apply. Until complete performance by the Lessee of said covenant or condition, the Lessor shall be entitled to invoke any remedy available to the Lessor under this Lease or by law or in equity despite said forbearance or indulgence.

29. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. This Lease shall not be modified, amended, altered or changed except by a written agreement signed by the party sought to be charged.

30. **Notices.** All notices to be given under this Lease shall be made in writing and mailed to the other party at its address set forth herein, or at such address as such party may provide in writing from time to time. Any notice mailed to such address shall be effective when deposited in a United States mail depository duly addressed and with postage prepaid.

31. **Multiple Lessees.** If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

32. **Time of Essence.** Time is of the essence in this Lease and of each and all of its provisions.

33. **Headings.** Headings in this Lease are for convenience only and shall not be used to interpret or construe its provisions.

34. **Governing Law.** This Lease shall be construed in accordance with and governed by the laws of the State of New Jersey.

35. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

36. **Waivers and Consents.** LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY THE LESSOR IN AN EVENT OF DEFAULT HEREUNDER BY LESSEE. LESSEE (I) CONSENTS, AT LESSOR'S ELECTION AND WITHOUT LIMITING LESSOR'S RIGHT TO COMMENCE AN ACTION IN ANY OTHER JURISDICTION, TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY COURTS (FEDERAL, STATE OR LOCAL) SITUATED IN NEW JERSEY; (II) WAIVES ANY OBJECTION TO IMPROPER VENUE AND FORM NON CONVENIENS; AND (III) CONSENTS TO SERVICE OF PROCESS BY CERTIFIED MAIL, POSTAGE PREPAID TO LESSEE AT ITS ADDRESS AS SET FORTH HEREIN, WHICH SERVICE SHALL BE DEEMED COMPLETED WITHIN FIVE (5) DAYS AFTER THE DATE OF MAILING THEREOF TO THE LESSEE'S ADDRESS. IF ANY PROVISION OF THIS LEASE SHALL CONTRAVENE OR BE INVALID UNDER APPLICABLE LAW OR REGULATIONS SUCH CONTRAVENTIONS OR INVALIDITY SHALL NOT AFFECT THE ENTIRE LEASE, THE PROVISIONS HELD TO BE INVALID OR TO BE DEEMED DELETED OR MODIFIED AND THE LEASE INTERPRETED AND CONSTRUED AS THOUGH SUCH INVALID PROVISION OR PROVISIONS WERE NOT A PART HEREOF OR CONFORMED THERETO.

WITNESS WHEREOF the parties hereto have executed this Lease as of the Date.

**LESSEE:
TOWN OF WOODBURY**

By: _____
Name:
Title:
Date:

**LESSOR:
ACROW CORPORATION OF AMERICA**

By: Mark Joosten
Name: MARK JOOSTEN
Title: PRESIDENT