

A-9

LEASE AGREEMENT

THIS AGREEMENT (the "Lease") is made as of the _____ day of July, 2011 ("Effective Date"), by and between RIDGEWOOD GARDENS, L.L.C., a New Jersey Limited Liability Company ("Landlord"), and Denny Wiggers, L.L.C., of a New Jersey Limited Liability Company ("Tenant") (the words "Landlord" and "Tenant" to include their respective legal representatives, successors and permitted assigns where the context requires or permits).

WITNESSETH:

I. Basic Lease Provisions.

The following constitute the basic provisions of this Lease:

(a) Premises: Real Property located at 580 Route 17 North, Ridgewood, New Jersey. The Property is commonly known as the Ridgewood Nursery and Garden Center.

(b) Term: 5.5 months from Commencement Date.

(c) Commencement Date: Shall be the date the Tenant obtains possession of the Premises which shall be ~~May 15, 2011.~~

July 15, 2011

(d) Base Rent: Three Thousand Five Hundred Dollars (\$3,500.00) per month including base real estate taxes and base insurance plus utilities to begin payment on the Commencement Date. Parties agree to have Tenant pay the Utilities directly to the provider of same.

(e) Security Deposit: Two Months Rent equal to \$7,000.00

(f) Permitted Use: Nursery, Lawn and Garden Center, as further listed in Schedule "A" attached and made a part hereto, and other Permitted Uses in accordance with the Code of the Village of Ridgewood.

(g) Address for notice (See Section 27):

Landlord: Eric Roos
17 Bayview Avenue
Bayville, New Jersey 08721

Tenant: Denny Wiggers
387 Paramus Road
Paramus, New Jersey 07652

2. Premises.

For and in consideration of the rent hereinafter reserved and the mutual covenants hereinafter contained, Landlord does hereby lease unto Tenant, and Tenant does hereby, lease and accept from Landlord, all upon the terms and conditions hereinafter set forth, a portion of the the property known as the 580 State Highway Route 17 North, Ridgewood, New Jersey 07450. As shown on Exhibit "A" a survey prepared by Lapatka Associates dated _____, Landlord, Landlords agents and Landlords Tenants shall the right to use the rear portion of the property and have access across the leased premises

3. Term.

Tenant shall have and hold the Premises for a term ("Term") commencing on the Commencement Date, and terminating at midnight on the last day of the 31st day of December 2011

- (a) Tenant shall have the option to renew this lease for three (3) additional 1 year terms. Tenant must notify Landlord no later than October 1 of each year of its intention to extend this lease.

4. Base Rent.

Tenant shall pay to Landlord at the address set forth above (or in such other manner as Landlord may from time to time designate in writing), as base rent for the Premises, annual base rent in the amounts set forth in the Basic Lease Provisions, payable in advance, without demand and without abatement, reduction, set-off or deduction, commencing on the Commencement Date and continuing on the first day of each and every calendar month after the Commencement Date during the Term.

- (a) The base rent shall be increased as follows for each of the option years as follows
- i. Monthly rent shall be increased by \$150.00 per month for each option year
 - ii Monthly rent shall also be increased by 1/12th of 63% of any tax increase on the subject property over the base taxes of \$13,175.00

5. Security Deposit.

Upon Tenant's execution of this Lease, Tenant will pay to Landlord the sum set forth in the Basic Lease Provisions (the "Security Deposit") as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. To the extent permissible under applicable law, the Security Deposit may be commingled with Landlord's other funds or held by Landlord in a separate interest bearing account, with interest paid to Landlord, as Landlord may elect. In the event that Tenant is in default under this Lease, Landlord may retain the security Deposit for the payment of any sum due Landlord or which Landlord may expend or be required to expend by reason of Tenant's default or failure to perform; provided, however, that any such retention by Landlord shall not be or be deemed to be an election of remedies by Landlord or viewed as liquidated damages, it being expressly understood and agreed that Landlord shall have the right to pursue any and all other remedies available to it under the terms of this Lease or otherwise. In the event all or any portion of the Security Deposit is so retained by Landlord, Tenant shall, within five (5) days of demand

therefor from Landlord, replenish the Security Deposit to the full amount set forth in Section 1. In the event that Tenant shall comply with all of the terms, covenants and conditions of this Lease, the security deposit shall be returned to Tenant on or before thirty (30) days after the later of (a) the Expiration Date or (b) the date that Tenant delivers possession of the Demised Premises to Landlord. In the event of a sale of the Building, Landlord shall have the obligation to transfer the security deposit to the purchaser, and upon acceptance by such purchaser, Landlord shall be released from all liability for the return of the security deposit. Tenant shall not assign or encumber the money deposited as security, and neither Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance.

6. Personal Guarantee.

The undersigned, a member of the tenant, Limited Liability Company, does hereby personally guarantee each monthly rent payment and real estate tax payment, due and owing pursuant to this Lease Agreement and the terms and conditions of such payments as expressed therein.

Upon the failure of the Tenant to make any required payments for rent and real estate taxes, the undersigned agrees the Landlord may demand and seek collection of all such required payments due and owing to Landlord pursuant to the terms of this Lease.

The undersigned agrees that this personal guarantee will remain in full force and effect during the Term of the Lease defined above, and will survive any extension, foreclosure or waiver of rights by the Landlord or any assignment of this Lease accepted by the Landlord.

If the Landlord sells, transfers, or otherwise assigns his right to collect payment under the Lease Terms, the guarantee shall accrue to the benefit of such other holder without the need for any party to execute any document or take any action to formally assign this personal guarantee.

7. Operating Expenses: Additional Rent.

(a) For purposes herein, the following terms shall be defined as follows:

(i) "Insurance" shall mean all insurance, including property and liability insurance applicable to the Premises and to Landlord's fixtures and personal property used in connection therewith, business interruption or rent insurance against such perils as are commonly insured against by prudent landlords, such other insurance as may be required by any lessor or mortgagee of Landlord, and such other insurance which Landlord considers reasonably necessary or prudent in the operation of the Premises.

(b) (i) Beginning on the Commencement Date, Tenant agrees to pay all its Operating Expenses. "Operating Expenses" shall be defined as all expenses for operation, repair, necessary replacement, cleaning and maintenance as necessary to keep the Premises and the common areas, driveways, and parking areas associated therewith (collectively, the "Common Area") in good order, condition and repair, including but not limited to, utilities for the Common Area, expenses associated with the driveways and parking areas any security systems, fire detection and prevention systems, lighting facilities, landscaped areas, walkways, painting and caulking, directional signage, curbs, drainage strips, sewer lines,.

(ii) Operating Expenses shall not include the costs for Capital Improvements. Capital Improvements include replacement to roofs, structural repairs and

replacements, repaving of parking areas, as well as additions to the Building, and additional structures built on the Building.

(c) Any amounts required to be paid by Tenant hereunder (in addition to Base Rent) and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be considered "Additional Rent" payable in the same manner and upon the same terms and conditions as the Base Rent reserved hereunder except as set forth herein to the contrary. Any failure on the part of Tenant to pay such Additional Rent when and as the same shall become due shall entitle Landlord to the remedies available to it for non-payment of Base Rent. Notwithstanding any contrary term or provision of this Lease, Tenant's covenant and obligation to pay Rent is independent from any of Landlord's covenants, obligations, warranties or representations in this Lease.

8. Use of Demised Premises.

(a) The Premises may be used as a Nursery, Lawn and Garden Center. Tenant is aware and understands that this use exists as a pre-existing, non-conforming use and any expansion or change may require approval from the Village of Ridgewood. Tenant shall receive written approval of the Landlord for any and all structural, physical or other significant changes or improvements Tenant may wish to add to the premises, other than layout and other similarly non-intrusive and temporary changes and/or alterations to the premises.

(b) Tenant will permit no liens to attach or exist against the Premises and shall not commit or cause to be committed any waste upon the Premises.

(c) The Premises shall not be used for any illegal or immoral purposes, and Tenant shall not allow, suffer, or permit any vibration, noise, odor, light or other effect to occur within or around the Premises that could constitute a nuisance or trespass for Landlord or any adjoining building, its customers, agents, or invitees. Upon notice by Landlord to Tenant that any of the aforesaid prohibited uses are occurring, Tenant agrees to promptly remove or control the same.

(d) The Premises shall not be used for any non-permitted uses.

(e) Tenant shall not in any way violate any law, ordinance or restrictive covenant affecting the Premises, and shall not in any manner use the Premises so as to cause cancellation of, prevent the use of, or increase the rate of, the fire and extended coverage insurance policy required hereunder. Tenant will obtain and maintain, at Tenant's sole cost and expense, all permits and approvals required under any applicable statute, ordinance, regulation or law, for Tenant's use of the Premises.

9. Insurance; Indemnity.

(a) Tenant covenants and agrees that from and after the Commencement Date or any earlier date upon which Tenant enters or occupies the Premises or any portion thereof, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

- (i) Liability insurance in the Commercial General Liability form (including Broad Form Property Damage and Contractual Liabilities or reasonable equivalent thereto) covering the Premises and Tenant's use thereof against claims for bodily injury or death, property damage and product liability occurring upon, in or about the Demised Premises, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single limits amounts not less than \$500,000.00, and to have general aggregate limits of not less than \$1,000,000.00 for each policy year.
- (ii) Workers' compensation insurance in accordance with statutory law and employers' liability insurance with a limit of not less than \$100,000 per employee and \$500,000 per occurrence.

(b) All policies of the insurance provided for in Section 8(a) shall be issued in form reasonably acceptable to Landlord by insurance companies with a rating of not less than "A," and financial size of not less than Class X, in the most current available "Best's Insurance Reports", and licensed to do business in the state in which the Building is located. Each and every such policy:

- (i) Tenant shall name Landlord, and any other party reasonably designated by Landlord, as an "additional insured".
- (iii) All policies of Insurance shall be delivered to Landlord, in the form of an insurance certificate acceptable to Landlord as evidence of such policy, prior to the Commencement Date and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;
- (iv) All policies shall contain a provision that the insure will give to Landlord at least ten (10) days notice in writing in advance of any material change , cancellation, termination, or lapse, or the effective date of any reduction in the amounts or type of coverage;
- (v) Tenant's insurance coverage as required above shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

(c) Tenant hereby waives any rights it may have against the Landlord or on account of any loss or damage occasioned to Tenant, its respective property, the Premises, its contents or to the other portions of any Building, arising from any risk which can be covered by "Special Form" fire and extended coverage insurance of the type and amount required to be carried hereunder (even if not actually obtained), provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The Tenant shall cause its respective insurance

company insuring the Premises against any such loss, to waive any right of subrogation that such insurers may have against Landlord.

(d) To the extent not expressly prohibited by law, Landlord nor any of its respective officers, directors, employees, members, managers, or agents shall be liable to Tenant, or to Tenant's agents, servants, employees, customers, licensees, or invitees for any injury to person or damage to property caused by any act, omission, or neglect of Tenant, its agents, servants, employees, customers, invitees, licensees or by any other person entering the Premises under the invitation of Tenant or arising out of the use of the Premises by Tenant and the conduct of its business or out of a default by Tenant in the performance of its obligations hereunder. Tenant hereby indemnifies and holds Landlord and their respective officers, directors, employees, members, managers and agents ("Indemnitees"), harmless from all liability and claims for any property damage, or bodily injury or death of, or personal injury to, a person in or on the Premises, and this indemnity shall be enforceable to the full extent whether or not such liability and claims are the result of the sole, joint or concurrent acts, negligent or intentional, or otherwise, of Tenant, or its employees, agents, servants, customers, invitees or licensees. SUCH INDEMNITY FOR THE BENEFIT OF INDEMNITEES SHALL BE ENFORCEABLE EVEN IF INDEMNITEES, OR ANY ONE OR MORE OF THEM HAVE OR HAS CAUSED OR PARTICIPATED IN CAUSING SUCH LIABILITY AND CLAIMS BY THEIR JOINT OR CONCURRENT ACTS, NEGLIGENT OR INTENTIONAL, OR OTHERWISE, BUT IN SUCH EVENT TENANT SHALL NOT BE RESPONSIBLE FOR THAT PORTION OF ANY LOSS WHICH IS HELD TO BE CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF ONE OR MORE OF THE INDEMNITEES. Notwithstanding the terms of this Lease to the contrary, the terms of this Section shall survive the expiration or earlier termination of this Lease. This Subsection (e) does not override the waivers set forth in subsection (d) above. Notwithstanding the foregoing, Tenant will not be responsible with respect to any injuries or damages resulting from Landlord's willful conduct, Landlord's gross negligence or such damages or injuries caused by other third parties or the public (other than Tenant or Tenant's invitees) within the building.

10. Utilities. During the Term.

Tenant shall promptly pay as billed directly from Landlord or the appropriate Utility all rents and charges for water and sewer services and all costs and charges for gas, steam, electricity, fuel, light, power, telephone, heat and any other utility or service used or consumed in or servicing the Premises and all other costs and expenses involved in the care, management and use thereof. In the event any such utilities are separately metered, Tenant's obligations for payment of such utilities shall commence as of the date of Tenant's actual occupancy of all or any portion of the Premises, including any period of occupancy prior to the Commencement Date, regardless of whether or not Tenant conducts business operations during such period of occupancy. If Tenant fails to pay any utility bills or charges, Landlord may, at its option and upon reasonable notice to Tenant, pay the same and in such event, the amount of such payment, together with interest thereon at the Interest Rate appropriate for such payment from the date of such payment by Landlord and such payment will be added to Tenant's next due payment as Additional Rent. Landlord shall not be liable for any interruption or failure of utility service to the Premises, but, if requested by Tenant, Landlord shall use commercially reasonable efforts to cooperate with Tenant in securing speedy resumption of said interrupted service. It is represented by Landlord that the utilities for the Tenant space are separately metered.

11. Maintenance and Repairs.

(a) Tenant shall, throughout the Term and all renewals thereof, maintain in good condition the interior of any structure in or on the Premises, including but not limited to the heating, air conditioning and ventilation systems, glass, windows and doors, sprinklers, all plumbing and sewage systems, alarm systems fixtures, interior walls, floors (including floor slabs), ceilings, all mechanical systems, electrical facilities and equipment including, without limitation, lighting fixtures, lightbulbs, lamps, fans and any exhaust equipment and systems, electrical motors, and all other appliances and equipment of every kind and nature located in, upon or about the Premises, except as to such maintenance, repair and replacement of any dumpster or trash disposal unit which are the obligation of Landlord. Tenant agrees to keep the Premises in a neat and clean manner. Additionally, during the Term, Tenant may, at its sole cost and expense maintain service contracts for Fire Alarm Monitoring and Inspections, basic janitorial service and supplies, pest control and garbage/recycling, landscaping, irrigation and Snow Removal.

(b) Unless the same is caused solely by the negligent action or misconduct of Landlord, its employees or agents, and is not covered by the insurance required to be carried by Tenant pursuant to the terms of this Lease, Landlord shall not be liable to Tenant or to any other person for any damage occasioned by failure in any utility system or by the bursting or leaking of any vessel or pipe in or about the Premises, or for any damage occasioned by water coming into the Premises or arising from the acts or neglects of occupants of adjacent property or the public.

(c) Upon the expiration or earlier termination of the Term, and prior to Tenant vacating the Premises, Landlord and Tenant shall jointly inspect the Premises and Tenant shall pay to Landlord such costs to repair damage to the Premises which may have been caused by Tenant, reasonable wear and tear excepted. Any work required to be done by Tenant prior to its vacation of the Premises, which has not been completed upon such vacation, shall be completed by Landlord and billed to Tenant at cost plus five percent (5%). Tenant shall also, prior to vacating the Premises, pay to Landlord the amount of Tenant's obligation hereunder for Operating Expenses. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefore upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

12. Tenant's Personal Property, Indemnity.

All of Tenant's personal property in and about the Premises shall be and remain at Tenant's sole risk. Landlord, its agents, employees and contractors, shall not be liable for, and Tenant hereby releases Landlord from, any and all liability for theft thereof or any damage thereto occasioned by any act of God or by any acts, omissions or negligence of any persons. Except for Landlord's gross negligence or willful misconduct or acts, and except for those items caused by third parties or by the public (other than Tenant and Tenant's invitees) Landlord, its agents, employees and contractors, shall not be liable for any injury to the person or property of Tenant or other persons in or about the Premises, Tenant expressly agreeing to indemnify and save Landlord, its agents, employees and contractors, harmless, in all such cases, except, in the

case of personal injury only, to the extent caused by the gross negligence of Landlord, its agents, employees and contractors. Tenant further agrees to indemnify and reimburse Landlord for any costs or expenses, including, without limitation, attorneys' fees, that Landlord reasonably may incur in investigating, handling or litigating any such claim against Landlord by a third person, unless such claim arose from the gross negligence of Landlord, its agents, employees or contractors. The provisions of this Section 11 shall survive the expiration or earlier termination of this Lease with respect to any damage, injury or death occurring before such expiration or termination.

13. Tenant's Fixtures.

Tenant shall have the right to install at the Premises trade fixtures required by Tenant or used by it in its business, and if installed by Tenant, to remove any or all such trade fixtures from time to time during and prior to termination or expiration of this Lease, provided no Event of Default then exists; provided, however, that Tenant shall repair and restore any damage or injury to the Premises (to the condition in which the Premises existed prior to such installation) caused by the installation and/or removal of any such trade fixtures.

14. Signs.

No sign, advertisement or notice shall be inscribed, painted, affixed, or displayed at the Premises and Demised Premises or on any public area, except in such places, numbers, sizes, colors and styles which conform to all applicable laws, ordinances, or covenants affecting the Premises. Any and all signs installed or constructed by or on behalf of Tenant pursuant hereto shall be installed, maintained and removed by Tenant at Tenant's sole cost and expense, with Tenant repairing any damage occasioned thereby. Notwithstanding anything to the contrary herein, Landlord hereby agrees not to unreasonably withhold or delay approval of Tenant's signage on the Building directory and at Tenant's entry so long as such signage complies with applicable laws, ordinances, or covenants affecting the Premises.

15. Governmental Regulations.

Tenant shall promptly comply throughout the Term, at Tenant's sole cost and expense, with all present and future laws, ordinances, orders, rules, regulations or requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof (collectively, "Governmental Requirements") relating to (a) all or any part of the Premises, and (b) to the use or manner of use of the Premises and Demised Premises and the Common Area. Tenant shall also observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Premises and Demised Premises. Without limiting the foregoing, if as a result of one or more Governmental Requirements it is necessary, from time to time during the Term, to perform an alteration or modification to the Premises (a "Code Modification") which is made necessary as a result of the specific use being made by Tenant, then such Code Modification shall be the sole and exclusive responsibility of Tenant in all respects; any such Code Modification shall be promptly performed by Tenant at its expense in accordance with the applicable Governmental Requirement and with Section 18 hereof. If as a result of one or more Governmental Requirements it is necessary from time to time during the Term to perform a Code Modification which (i) would be characterized as a capital expenditure under generally accepted accounting

principles and (ii) is not made necessary as a result of the specific use being made by Tenant (as distinguished from an alteration or modification which would be required to be made by the owner of any warehouse-office building comparable to the Building irrespective of the use thereof by any particular occupant), then (a) Landlord shall have the obligation to perform the Code Modification at its expense, (b) the cost of such Code Modification shall be amortized on a straight-line basis over the useful life of the item in question, as reasonably determined by Landlord, and (c) Tenant shall be obligated to pay for the portion of such amortized costs attributable to the remainder of the Term, including any extensions thereof. Tenant shall promptly send to Landlord a copy of any written notice received by Tenant requiring a Code Modification. Landlord represents that it will not adopt or enact any regulation which sole purpose is to specifically impact the Tenant's use of the Demised Premises.

16. Environmental Matters.

(a) For purposes of this Lease:

- (i) "Contamination" as used herein means the presence of or release of Hazardous Substances (as hereinafter defined) into any environmental media from, upon, within, below, into or on any portion of the Premises so as to require remediation, cleanup or investigation under any applicable Environmental Law (as hereinafter defined).
- (ii) "Environmental Laws" as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, which exist now or as may exist hereafter, concerning protection of human health, safety and the environment, all as may be amended from time to time.
- (iii) "Hazardous Substances" as used herein means any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental Laws (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ["RCRA"]) and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

(b) Tenant covenants that all its activities and the activities of Tenant's Affiliates (as defined in Section 10(b)), on the Premises during the Term will be conducted in compliance with Environmental Laws. Tenant warrants that it is currently in compliance with all applicable Environmental Laws and that there are no pending or threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Laws. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Tenant's operation of its business on the Premises shall make all notifications and registrations required by any applicable Environmental Laws. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications

and registrations and with any other applicable Environmental Laws. Tenant warrants that it has obtained all such permits, licenses or approvals and made all such notifications and registrations required by any applicable Environmental Laws necessary for Tenant's operation of its business on the Premises.

(c) Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, however, that the consent of Landlord shall not be required for the use at the Premises of cleaning supplies, toner for photocopying machines and other similar materials, in containers and quantities reasonably necessary for and consistent with normal and ordinary use by Tenant in the routine operation or maintenance of Tenant's office equipment or in the routine janitorial service, cleaning and maintenance for the Premises. For purposes of this Section, Landlord shall be deemed to have reasonably withheld consent if Landlord determines that the presence of such Hazardous Substance within the Premises could result in a risk of harm to person or property or otherwise negatively affect the value or marketability of the Premises.

(d) Tenant shall not cause or permit the release of any Hazardous Substances by Tenant or Tenant's Affiliates into any environmental media such as air, water or land, or into or on the Premises in any manner that violates any Environmental Laws. If such release shall occur, Tenant shall (i) take all steps necessary to contain and control such release and any associated Contamination, (ii) clean up or otherwise remedy such release and any associated Contamination to the extent required by, and take any and all other actions required under, applicable Environmental Laws and (iii) notify and keep Landlord reasonably informed of such release and response.

(e) Regardless of any consents granted by Landlord pursuant to this Section allowing Hazardous Substances upon the Premises, Tenant shall under no circumstances whatsoever cause or permit; (i) any activity on the Premises which would cause the Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under RCRA or the regulations promulgated thereunder; (ii) the discharge of Hazardous Substances into the storm sewer system serving the Premises; or (iii) the installation of any underground storage tank or underground piping on or under the Premises.

(f) The Parties agree to indemnify and hold each other harmless from and against any and all expense, loss, and liability suffered by either party, by reason of the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) by either party or its affiliates or by breach of any of the provisions of this Section 16. Such expenses, losses and liabilities shall include, without limitation, (i) any and all expenses that either party may incur to comply with any Environmental Laws; (ii) any and all costs that either party may incur in studying or remedying any Contamination at or arising from the Premises; (iii) any and all costs that either party may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon either party; and (v) any and all legal and professional fees and costs incurred by either party in connection with the foregoing. The indemnity contained herein shall survive the expiration or any earlier termination of this Lease.

17. Condition of Premises.

(a) Tenant hereby agrees to accept the Demised Premises "AS IS, WHERE IS AND WITH ALL FAULTS," and acknowledges that Landlord is not obligated to construct any tenant improvements or to provide any buildout allowances except as otherwise provided herein. Tenant shall be responsible for obtaining, at Tenant's sole cost and expense, any certificate of occupancy or other governmental approvals that may be required in connection with Tenant's occupancy of or operations at the Premises, and Landlord agrees to cooperate with Tenant in Tenant's efforts to obtain such government approvals.

(b) Tenant acknowledges that it has inspected the Premises knows the condition thereof, and accepts such Premises and specifically the buildings and improvements comprising the same, in their present condition, as suitable for the purposes for which the Premises are leased.

(c) Notwithstanding anything to the contrary herein, Landlord agrees to provide the Premises in "broom swept" condition. All mechanicals and lights shall be in working order as of the Commencement Date.

(d) To the extent permitted by law, any of Tenant's contracts and subcontracts for any changes made to the Premises during the Term of this Lease shall provide that no lien shall attach to or be claimed against the Premises or any interest therein other than Tenant's leasehold interest in the Premises, and that all subcontracts let thereunder shall contain the same provision. Whether or not Tenant furnishes the foregoing, Tenant agrees to hold Landlord harmless against all liens, claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work. Tenant shall not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor, material or services furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed for the Premises or at the direction or sufferance of Tenant and if any such liens are filed against the Premises, Tenant shall promptly discharge the same; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord, within fifteen (15) days after demand, such security as may be reasonably satisfactory to Landlord to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of Landlord's interest in the Premises by reason of non-payment thereof; provided further that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to post such security or does not diligently contest such lien, Landlord may, without investigation of the validity of the lien claim, discharge such lien and Tenant shall reimburse Landlord upon demand for all costs and expenses incurred in connection therewith, which expenses shall include any attorneys' fees, paralegals' fees and any and all costs associated therewith, including litigation through all trial and appellate levels and any costs in posting bond to effect a discharge or release of the lien. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject the Premises to liability under any lien law now or hereafter existing of the state in which the Premises are located.

18. Right to Cure.

If Tenant fails to perform any of Tenant's obligations under this Lease Landlord may, but is not obligated to, perform any such obligation on Tenant's part without waiving any rights based upon such failure and without releasing Tenant from any obligations hereunder. Tenant must pay to or reimburse Landlord for, as Additional Rent, all expenditures reasonably made and obligations incurred by Landlord pursuant to this section. Such obligations survive the termination or expiration of this Lease.

19. Fire and Other Casualty.

In the event the Premises are damaged by fire or other casualty insured by Landlord, Landlord agrees to promptly restore and repair the Premises at Landlord's expense, including the Improvements to be insured by Tenant but only to the extent Landlord receives insurance proceeds therefor, including the proceeds from the insurance required to be carried by Tenant on the Improvements. Notwithstanding the foregoing, in the event that the Premises are (i) in the reasonable opinion of Landlord, so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days after the date of such damage; or (ii) destroyed by a casualty which is not covered by Landlord's insurance, or if such casualty is covered by Landlord's insurance but another party entitled to insurance proceeds fails to make such proceeds available to Landlord in an amount sufficient for restoration of the Premises, then Landlord shall give written notice to Tenant of such determination (the "Determination Notice") within sixty (60) days of such casualty. Thereafter, Landlord may terminate and cancel this Lease effective as of the date of such casualty by giving written notice to Tenant within thirty (30) days after Tenant's receipt of the Determination Notice. Upon the giving of such termination notice, all obligations hereunder with respect to periods from and after the effective date of termination shall thereupon cease and terminate. If no such termination notice is given, Landlord shall, to the extent of the available insurance proceeds, make such repair or restoration of the Premises to the approximate condition existing prior to such casualty, promptly and in such manner as not to unreasonably interfere with Tenant's use and occupancy of the Premises (if Tenant is still occupying the Premises). In no event is Landlord obligated to repair or restore any alterations that have not been previously disclosed to and approved by Landlord, any special equipment or fixtures installed by Tenant, or any other Tenant's personal Property. Base Rent and Additional Rent shall proportionately abate during the time that the Premises or any part thereof are unusable by reason of any such damage thereto. In the event Landlord is unable to restore the Tenant to the Premises within 180 days of the event and a "Determination Notice" as stated above has not been given to Tenant by Landlord, Tenant shall have the right to terminate this Lease Agreement and shall provide 30 days written notice to Landlord advising Landlord of such intention.

20. Condemnation.

(a) If all of the Premises is taken or condemned for a public or quasi-public use, or if a material portion of the Premises is taken or condemned for a public or quasi-public use and the remaining portion thereof is not usable by Tenant in the reasonable opinion of Landlord, this Lease shall terminate as of the earlier of the date title to the condemned real estate vests in the condemnor or the date on which Tenant is deprived of possession of the Premises. In such event, the Base Rent herein reserved and all Additional Rent and other sums payable hereunder shall be apportioned and paid in full by Tenant to Landlord to that date, all Base Rent, Additional Rent and other sums payable hereunder prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant, and neither party shall thereafter have any liability hereunder, except that

any obligation or liability of either party, actual or contingent, under this Lease which has accrued on or prior to such termination date shall survive.

(b) If only part of the Premises is taken or condemned for a public or quasi-public use and this Lease does not terminate pursuant to Section 19(a), Landlord shall, to the extent of the award it receives, restore the Premises to a condition and to a size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the taking, and there shall be an equitable adjustment to the Base Rent and any other Tenant costs based on the actual loss of use of the Premises suffered by Tenant before and after the taking.

(c) Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking provided for in this Section 19, without deduction therefrom for any estate vested in Tenant by this Lease, and Tenant shall receive no part of such award. Nothing herein contained shall be deemed to prohibit Tenant from making a separate claim, against the condemnor, to the extent permitted by law, for the value of Tenant's moveable trade fixtures, machinery and moving expenses, provided that the making of such claim shall not and does not adversely affect or diminish Landlord's award.

(d) The provisions of this Section are Tenant's sole and exclusive rights and remedies in the event of the exercise by a condemning authority of its power of eminent domain on all or any part of the Premises, either by accepting a deed in lieu of condemnation or by any other manner ("Taking"). To the extent permitted by applicable law, Tenant waives the benefits of any law, that provides Tenant any abatement or termination rights or any right to receive any payment or award (by virtue of a Taking) not specifically described in this Section 19.

21. Tenant's Default.

(a) The occurrence of any one or more of the following events shall constitute an "Event of Default" of Tenant under this Lease:

- (i) if Tenant fails to pay Base Rent or any other Tenant costs hereunder on more than two occasions during the Term of this Lease, as and when such rent becomes due and such failure shall continue for more than five (5) days after Landlord gives written notice to Tenant of such failure .
- (ii) if Tenant fails to pay Base Rent or any other Tenant costs on-time more than four (4) times during the Term of this Lease provided that such payments have been made within the applicable cure period;
- (iii) if the Premises become vacant, deserted, or abandoned for more than ten (10) consecutive days or if Tenant fails to take possession of the Premises on the Commencement Date or promptly thereafter;
- (iv) if Tenant permits to be done anything which creates a lien upon the Premises and fails to discharge or bond such lien, or post security with Landlord acceptable to Landlord within thirty (30) days after receipt by Tenant of written notice thereof;

- (v) if Tenant fails to maintain in force all policies of insurance required by this Lease and such failure shall continue for more than ten (10) days after Landlord gives Tenant written notice of such failure;
- (vi) if any petition is filed by or against Tenant under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within sixty (60) days of commencement), or if any order for relief shall be entered against Tenant or any guarantor of this Lease in any such proceedings;
- (vii) if Tenant or any guarantor of this Lease becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;
- (viii) if a receiver, custodian, or trustee is appointed for the Premises or for all or substantially all of the assets of Tenant or of any guarantor of this Lease, which appointment is not vacated within sixty (60) days following the date of such appointment; or
- (ix) if Tenant fails to perform or observe any other term of this Lease and such failure shall continue for more than ten (10) days after Landlord gives Tenant written notice of such failure, or, if such failure cannot be corrected within such ten (10) day period, if Tenant does not commence to correct such default within said ten (10) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time, but in no event to exceed a total of sixty (60) days.
- (x) if Tenant violates any of the provisions of this Lease.

(b) Upon the occurrence of any one or more Events of Default, Landlord may, at Landlord's option, without any demand or notice whatsoever have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity (provided such are permissible under applicable law) including but not limited to:

- (i) to terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this Lease and in and to the Premises shall terminate. Tenant shall remain liable for all obligations (both monetary and otherwise) under this Lease arising up to the date of such termination (and thereafter until Tenant vacates the Premises), and Tenant shall surrender the Premises to Landlord on the date specified in such notice;
- (ii) Without terminating this Lease, in its own name but as agent for Tenant, enter into and upon and take possession of the Demised Premises or any

part thereof. Any property remaining in or at the Premises may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of, Tenant without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby unless caused by Landlord's gross negligence. Thereafter, Landlord may, but shall not be obligated to, lease to a third party the Premises or any portion thereof as the agent of Tenant upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Demised Premises. The remainder of any rentals received by Landlord from such reletting, after the payment of any indebtedness due hereunder from Tenant to Landlord, and the payment of any costs and expenses of such reletting, shall be held by Landlord to the extent of and for application in payment of future rent owed by Tenant, if any, as the same may become due and payable hereunder. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured;

- (iii) Without terminating this Lease, and after notice to the Tenant (except in the case of an emergency), enter into and upon the Premises and, without being liable for prosecution or any claim for damages therefore, maintain the Premises and repair or replace any damage thereto or do anything or make any payment for which Tenant is responsible hereunder. Tenant shall reimburse Landlord immediately upon demand for any expenses which Landlord incurs in thus effecting Tenant's compliance under this Lease and Landlord shall not be liable to Tenant for any damages with respect thereto;
- (iv) Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, wherever Landlord is obligated to furnish or render the same so long as an Event of Default exists under this Lease;
- (v) With or without terminating this Lease, allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; and
- (vi) Pursue such other remedies as are available at law or equity.

Landlord is obligated to take reasonable efforts to mitigate any losses or damages which Landlord may incur as a result of any Tenant default or alleged default.

(c) If this Lease shall terminate as a result of or while there exists an Event of Default hereunder, any funds of Tenant held by Landlord may be applied by Landlord to any damages

payable by Tenant (whether provided for herein or by law) as a result of such termination or default.

(d) Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

(e) No agreement to accept a surrender of the Premises and no act or omission by Landlord or Landlord's agents during the Term shall constitute an acceptance or surrender of the Premises unless made in writing and signed by Landlord. No re-entry or taking possession of the Premises by Landlord shall constitute an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making such waiver. Landlord's acceptance of Base Rent or Additional Rent in full or in part following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may grow up between the parties in connection with the terms of this Lease shall be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Lease, without a written notice thereof to the other party.

(e) If an Event of Default shall occur, Tenant shall pay to Landlord, on demand, all expenses incurred by Landlord as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred.

22. Landlord's Right of Entry.

Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter upon the Premises at all reasonable times for the purposes of inspecting the Premises and Tenant's compliance with this Lease, and making any necessary repairs thereto; provided that, except in the case of an emergency, Landlord shall give Tenant reasonable prior notice of Landlord's intended entry upon the Premises. Nothing herein shall imply any duty upon the part of Landlord to do any work required of Tenant hereunder, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform it. Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant by reason of making such repairs or the performance of such work in the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected; provided, however, that Landlord shall use reasonable efforts not to disturb or otherwise interfere with Tenant's operations in the Premises in making such repairs or performing such work. Landlord also shall have the right to enter the Premises at all reasonable times to exhibit the Demised Premises to any prospective purchaser, mortgagee or tenant thereof.

23. Landlord Liability.

Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Premises, as such interest is constituted from time to time, and neither Landlord, nor any agent, officer or employee of Landlord, shall have any personal liability

whatsoever with respect to this Lease. No owner of the Premises, whether or not named herein, shall have liability hereunder to the extent arising or accruing after it ceases to hold title to the Premises.

24. Notices.

Any notice required or permitted to be given or served by either party to this Lease shall be deemed given when made in writing, and either (i) personally delivered, (ii) deposited with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, or (iii) delivered by licensed overnight delivery service providing proof of delivery, properly addressed to the address set forth in Section 1 (as the same may be changed by giving written notice of the aforesaid in accordance with this Section 27). If any notice mailed is properly addressed with appropriate postage but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing.

25. Brokers.

Tenant represents and warrants to Landlord that Tenant has not engaged or had any conversations or negotiations with any broker, finder or other third party concerning the leasing of the Demised Premises or Premises to Tenant who would be entitled to any commission or fee based on the execution of this Lease. Tenant hereby further represents and warrants to Landlord that Tenant is not receiving and is not entitled to receive any rebate, payment or other remuneration, either directly or indirectly, from any Broker, and that it is not otherwise sharing in or entitled to share in any commission or fee paid to a Broker by Landlord or any other party in connection with the execution of this Lease, either directly or indirectly. Tenant hereby indemnifies Landlord against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of this Lease for any reason.

26. Assignment and Subleasing.

(a) Tenant may not assign, mortgage, pledge, encumber or otherwise transfer this Lease, or any interest hereunder, or sublet the Premises, in whole or in part, without on each occasion first obtaining the prior express written consent of Landlord, which consent shall not unreasonably be withheld by Landlord. Any change in control of Tenant resulting from a merger, consolidation, stock transfer or asset sale shall be considered an assignment or transfer which requires Landlord's prior written consent.

(b) No acceptance by Landlord of any rent or any other sum of money from any assignee, sublessee or other category of transferee shall be deemed to constitute Landlord's consent to any assignment, sublease, or transfer. Permitted subtenants or assignees shall become liable directly to Landlord for all obligations of Tenant hereunder, without, however, relieving Tenant of any of its liability hereunder. No such assignment, subletting, occupancy or collection shall be deemed the acceptance of the assignee, tenant or occupant, as Tenant, or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease. Any

assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

27. Termination or Expiration.

(a) No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof.

(b) At the expiration or earlier termination of the Term of this Lease, Tenant shall surrender the Premises and all improvements, alterations and additions thereto, and keys therefor to Landlord, clean and neat, and in the same condition as at the Commencement Date, excepting normal wear and tear, condemnation and casualty other than that required to be insured against by Tenant hereunder.

(c) If Tenant remains in possession of the Premises after expiration of the Term, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant-at-sufferance at two hundred percent (200%) of the then current rent. There shall be no renewal of this Lease by operation of law. In addition to the foregoing, Tenant shall be liable for all damages, direct and consequential (foreseen or unforeseen), incurred by Landlord as a result of such holdover. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term or Tenant's right of possession.

(d) Subject to the Landlord's rights under subsection (c) above, if Tenant fails to remove any of Tenant's personal property on or before the expiration or earlier termination of this Lease, or Tenant's right to possession hereunder, Landlord, at Tenant's sole cost and expenses, shall be entitled to remove and/or store such personal property and Landlord shall be in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord, upon demand, any and all reasonable expenses caused by such removal and all storage charges against such property so long as the same shall be in possession of Landlord or under the control of Landlord. In addition, if Tenant fails to remove any such personal property from the Demised Premises or storage, as the case may be, within ten (10) days after written notice from Landlord, Landlord, at its option, may deem all or any part of such personal property to have been abandoned by Tenant and title thereof shall immediately pass to Landlord under this Lease as by a bill of sale.

29. Quiet Enjoyment.

Landlord covenants and agrees that Tenant shall have the right to quietly hold, occupy and enjoy the Premises during the Term, subject to the terms and conditions of this Lease free from molestation or hindrance by Landlord or any person claiming by, through or under Landlord, if Tenant pays all Rent as and when due and keeps, observes and fully satisfies all other covenants, obligations and agreements of Tenant under this Lease. Landlord shall not be responsible for the acts or omissions of any party not claiming by, through or under Landlord that may interfere with Tenant's use and enjoyment of the Demised Premises.

30. Miscellaneous.

(b) If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and that in lieu of such illegal, invalid or unenforceable clause or provision there shall be substituted a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(c) All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(d) Time is of the essence of this Lease.

(e) No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder or to insist upon strict compliance by Landlord or Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's or Tenant's rights to demand exact compliance with the terms hereof.

(f) This Lease contains the entire agreement of the parties hereto as to the subject matter of this Lease and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The masculine (or neuter) pronoun, singular number shall include the masculine, feminine and neuter gender and the singular and plural number. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

(g) This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has a usufruct, not subject to levy and sale, and not assignable by Tenant except as expressly set forth herein.

(h) Under no circumstances shall Tenant have the right to record this Lease or a memorandum thereof.

(i) The captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.

(j) This Lease shall be interpreted under the laws of the State of New Jersey.

(k) The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference shall be made from any item which has been stricken from this Lease other than the deletion of such item.

31. Authority.

If Tenant executes this Lease as a corporation, limited partnership, limited liability company or any other type of entity, each of the persons executing this Lease on behalf of

Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, limited partnership, limited liability company or other type of entity, that Tenant is qualified to do business in the State of New Jersey, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. In the event any such representation and warranty is false, all persons who execute this Lease shall be individually, jointly and severally, liable as Tenant. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing representations and warranties.

34. No Offer Until Executed.

The submission of this Lease to Tenant for examination or consideration does not constitute an offer to lease the Premises and this Lease shall become effective, if at all, only upon the execution and delivery thereof by Landlord and Tenant.

35. Force Majeure.

In the event of a strike; lockout; labor trouble; civil commotion; an act of God; weather of unusual severity; fire; earthquake; flood; explosion; action of the elements; malicious mischief; inability to procure or general shortage of labor, services, material, equipment, facilities or supplies in the open market; failure of transportation; condemnation; actions or inactions of the government; or any other event beyond Landlord's control (a "force majeure event") which results in the Landlord being unable to timely perform its obligations hereunder to repair the Premises, or provide services, Landlord shall not be in breach hereunder, this Lease shall not terminate, and Tenant's obligation to pay any Rent, or any other charges and sums due and payable shall not be excused.

36. Anti-Terrorism Representations.

(a) Tenant is not, and shall not during the Term of the Lease become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons").

(b) To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Demised Premises. Tenant will not, during the Term of this Lease, engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Demised Premises.

(c) Tenant's breach of any representation or covenant set forth in this Section shall constitute a breach of this Lease by Tenant, entitling Landlord to any and all remedies hereunder, or at law or in equity.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands under seals,
the day and year first above written.

Date:

LANDLORD:

By: 

Name: ERIC ROSS

Title: Member

Date:

TENANT:

By: 

Name: 8/11/11

Title: Member

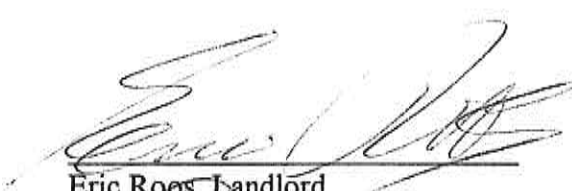
RIDER TO LEASE AGREEMENT

Plantings:

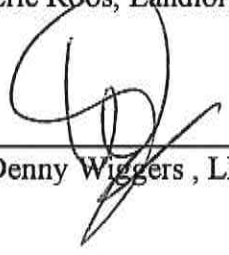
In no event shall the Tenant be required to plant any trees or other foliage along the northerly property line. However, in the event the Tenant seeks to provide such plantings, the Landlord agrees to permit Tenant to plant trees along the northerly property line border, subject to the Tenant receiving minor site plan approval from the appropriate Village of Ridgewood Department, Board or Committee.

Witness

Witness



Eric Roes, Landlord



Denny Wiggers , LLC Tenant

SCHEDULE "A"

Paragraph 1 (f) Permitted Use: The following details the items sold and the activities conducted by the Tenant on the Premises:

- 1) Sale of trees, shrubbery, flowers, bulbs and plants
- 2) Sale of pots and ornamental garden items
- 3) Sale of decorative stone, pavers and rail road ties
- 4) Sale of soil and plant, lawn and garden food
- 5) Office and yard for landscaping design, installation and consultation services
- 6) Parking and storage of landscaping vehicles and equipment
- 7) Sale of planting bed materials
- 8) Sale of garden and landscaping tools excluding the sale of power tools
- 9) Sale of Christmas Trees, Christmas Blankets, roping , wreaths and assorted Christmas Decorations
- 10) Retail racks of firewood

TENANT:

By: 

Name: Nancy Wiggles

