

IRENE HABERNICKEL FAMILY PARK
LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is hereby made and entered into of this __31st__ day of January 2022 (hereinafter referred to as the "Effective Date) by and between the Village of Ridgewood, Bergen County, New Jersey, with principal offices located at 131 North Maple Avenue, Ridgewood New Jersey 07450 (hereinafter referred to as the "LANDLORD") and HealthBarn USA, Inc. whose address is 1057 Hillcrest Road, Ridgewood, New Jersey, 07450 (hereinafter referred to as the "TENANT").

WITNESSETH

WHEREAS, LANDLORD owns and maintains a public park known as Irene Habernickel Family Park, located on Hillcrest Road in the Village of Ridgewood, New Jersey (hereinafter "the Property") which Property includes a building and designated patio areas related thereto that is commonly known as the Gatehouse at Habernickel Park, having an address at 1057 Hillcrest Road, Ridgewood, New Jersey 07450 which is identified on the tax map of the Village of Ridgewood as Block 1103 Lot 16.1 hereinafter referred to collectively as the "Leasehold" and more specifically described below in Paragraph 4.

WHEREAS, on or about July 14, 2021, the Village Council on the behalf of the LANDLORD adopted a Resolution awarding TENANT as the responsive bidder to a Request For Proposals that was issued by the Village for the Leasing of the 1057 Hillcrest Road Leasehold for a five (5) year term beginning February 1, 2022 and ending on January 31, 2027, with an option to extend the Lease term for an additional five (5) year period, ending on January 31, 2032;

WHEREAS, the award of the Bid response was awarded to HealthBarn USA as the highest responsible and responsive bidder to lease the Leasehold pursuant to the Local Public Contracts Law;

WHEREAS, the LANDLORD desires to lease to TENANT, and TENANT desires to lease from LANDLORD, the Leasehold to provide Tenant's healthy-lifestyle educational and recreational programming teaching nutrition to children, adults and families through cooking, gardening, physical activity, hands-on learning and exploring the natural environment of the Irene Habernickel Family Park while fostering positive self-esteem development;

WHEREAS, pursuant to the New Jersey Local Lands and Buildings Law, the Village Council of the Village of Ridgewood enacted an ordinance permitting said lease between the LANDLORD and TENANT; and

WHEREAS, the Property is Green Acres-funded parkland that is governed by the New Jersey Department of Environmental Protection (the "NJDEP") and bound by regulations promulgated by the NJDEP.

NOW, THEREFORE, for the consideration of the terms, conditions and mutual covenants contained herein, the LANDLORD hereby allows the TENANT to take possession of the Leasehold and TENANT agrees as follows:

1. Initial Lease Term. For the period beginning on February 1, 2022 (the "Commencement Date") and ending on January 31, 2027 (the "Initial Lease Term"), the LANDLORD does hereby lease the Leasehold to the TENANT, and the TENANT does hereby lease the Leasehold from LANDLORD. The TENANT shall have the right to extend the term of this Lease pursuant to Section 26 hereof. Any renewal of this Lease after the Initial Term is subject to NJDEP review and approval.

2. Restrictions on Use.

a. The TENANT understands and agrees that it must adhere to the terms of this Lease, the requirements of N.J.A.C. 7:36 regarding the Green Acres Program and any deed restrictions pertaining to the Property, and the TENANT also understands that any activities conducted on or in the Property are governed by the terms of this Lease, the requirements of N.J.A.C. 7:36 regarding the Green Acres Program and any deed restrictions pertaining to the Property. LANDLORD hereby represents and warrants to TENANT that the Tenant's Use (as hereinafter defined) complies with the requirements of N.J.A.C. 7:36 regarding the Green Acres Program and any deed restrictions pertaining to the Property. The Landlord shall not permit and the Tenant shall not conduct any commercial or retail sales operations on the Property or in the Leasehold.

The TENANT understands and agrees that it may not conduct any business from the Property except for offering recreational/educational programs to the public, and back office, operation administration and paperwork services as stated in Ordinance #3500 which was adopted by the Village Council on September 30, 2015 and is incorporated by reference into this Lease (hereinafter "Tenant's Use"). Landlord acknowledges and agrees that TENANT may erect temporary shade structures, such as tents, upon or adjacent to the Leasehold whenever TENANT reasonably determines that same are necessary for the safety of program participants.

b. (i) TENANT shall submit any permanent change to the Schedule of Programs reflected on **Exhibit A** attached hereto to the Village which shall be approved by the Village Council. Any adjustment to days/hours of operation must be requested in advance in writing to the Director, Parks and Recreation, Village of Ridgewood for approval in conformance with paragraph 2(d) below. TENANT shall be permitted to conduct administrative, back-office and paperwork activities related to the operation on the TENANT's Programs at the premises at any time during the week or weekend. TENANT shall be permitted to have up to three (3) staff members, in addition to TENANT'S principle, present at the Leasehold before and after operating hours for the purpose of set-up and clean-up for/of the day's programs. (See **Exhibit A**, Schedule of Programs)

(ii) All prospective TENANT uses of the Leasehold must be submitted to and approved by the NJDEP, the Green Acres Program and Village Council.

c. Intentionally deleted.

d. A current list of class offerings and current attendance levels for classes held at the Leasehold is attached hereto as **Exhibit A**, which is hereby approved for all purposes of this Lease. Any permanent or temporary change to the class offerings and/or attendance levels for classes or programs offered by TENANT at the Leasehold must be requested in writing at least ten (10) days in advance of the desired date for such change. If there is any proposed Permanent change to current class or program offerings listed in Exhibit A, TENANT must provide a written request for any such change at least ten (10) calendar days in advance of the desired date for such change in writing to the Director, Parks and Recreation, Village of Ridgewood (the "Parks and Recreation Director") and the Village Manager. The proposed Permanent change must be approved by the Village Council prior to the commencement of the change in programs. Any Temporary change to current class or program offerings listed in Exhibit A, such as for example single day events, must be requested in writing ten (10) days in advance of the desired date for such change. Any Temporary change request shall only require the approval of the Parks and Recreation Director and Village Manager. Quarterly program analysis is required for all permanent/long term programs and activities offered by TENANT and must be submitted to the Parks and Recreation Department.

e. The TENANT understands and agrees that it is expressly prohibited from operating and holding private consultation sessions. The building shall not be used for living quarters. The Leasehold and all programs shall be open for inspection by the LANDLORD at all times.

f. The TENANT understands and agrees that the student drop off and pick up area will be at the driveway to the Leasehold.

g. The TENANT understands and agrees that:

- i. Mini-Buses, other and smaller than full size coach or charter buses may drop passengers off in the main parking lot. Mini-buses may park in the parking lot for no longer than three (3) hours while awaiting for its passengers to complete their program and depart the Premises. No engine idling shall be permitted. Any such buses may remain in the parking lot until the program is completed and passengers promptly return to the bus if it is shown that it is a requirement the bus must remain in the location of drop off for emergency or other regulatory requirements. A mini-bus is a bus or transport vehicle which shall be able to travel or traverse the interior parking lot at or near the Leasehold and must be able to fit into a single parking space while remaining in the parking lot.
- ii. Full size coach buses or charter buses shall be permitted to drop-off and pick up passengers between the hours of 9:00 am and 2:00 pm at the curb line along Hillcrest Road adjacent to the Leasehold. These full-size buses shall not be permitted to remain or wait at the described drop off area.
- iii. No engine idling shall be permitted within the Property.

h. Teaching Garden: A community teaching garden space (85 feet by x 36 feet) will be accessible to TENANT, subject to the following:

- i. Location: space between playground and Horse Barn;
- ii. TENANT will be responsible to develop, plant and maintain this space;
- iii. TENANT is responsible for all associated costs (water, seed, compost, attractive fencing, etc.;
- iv. Garden will be on display for all who use the park; and
- v. All associated maintenance is the responsibility of TENANT.

i. Hours of Operation: No more than 62 hours/week, which may be apportioned with following parameters:

- i. No more than 2 nights/week, to a time no later than 9:00 p.m. on either night;

- ii. Recreational and/or educational programs may be conducted Monday through Saturday, from a time no earlier than 9:00 am to a time no later than 6:30 pm.; and
- iii. No TENANT programs shall be held or offered on Sundays.

3. Rent. The LANDLORD and the TENANT agree the rent for the first year of this Lease Agreement to lease the Leasehold shall be Forty-Six Thousand Eight Hundred (\$46,800.00) dollars per year to be paid in twelve (12) equal installments of Three Thousand Nine Hundred (\$3,900.00) per month. The TENANT'S payment of the monthly rent is due on the first day of each month and to be delivered to the Director, Parks and Recreation, 259 North Maple Avenue, Ridgewood New Jersey 07450. The TENANT understands and agrees that if the option to extend this Agreement is to be exercised by the TENANT as described herein, the TENANT shall not have been in default of the terms of this Lease and must have complied with the timely payment of rent for the Initial Lease Term preceding the Option Year of 2027. The annual rent for the Option Term or Renewal Term Five year Option Period will be subject to an annual increase to be determined and agreed upon by the TENANT and LANDLORD consistent with paragraph 26 below, in advance of the exercise of the OPTION by TENANT. Under no circumstances shall the annual rental rate be decreased during the Option Term if exercised.

4. Leasehold Area:

As more visually referenced on **Exhibit B** attached to this Lease, the following areas of the Leasehold are granted exclusive use by the Tenant and the participants in the Tenant's programs:

- Interior first floor of the Gatehouse, identified on Exhibit B as "Lease Area" which includes the kitchen, teaching rooms, indoor restroom, hallway, foyer, laundry/wash/storage room between the first floor and the garage;
- Interior second floor master bedroom and attached bathroom to be used as office space and restroom;
- The Garage, the driveway/apron leading to the garage, inclusive of two (2) parking spaces on the driveway and one (1) space in the Garage for a total of three (3) parking spaces;
- The Teaching Garden;
- The Garage;

- The Areas shown on Exhibit B identified as "Authorized Gatehouse Use Area" and "Authorized Gatehouse Use Area Tents" shall be used by the TENANT and will be exclusively used by Tenant only on the dates in which the Tents are erected. The Tents are erected in compliance with New Jersey Youth Camp Safety Standards, Subchapter 14, §8:25-14.1;
- Apart from the master bedroom and connected bathroom on the second floor, the LANDLORD shall retain access and control over the second floor of the Gatehouse;
- For all areas of the Property not included in the "Leasehold Area", "Authorized Gatehouse Use Area" or "Authorized Gatehouse Use Area Tents" when such areas are not in use as provided above in #4, the TENANT'S use of the Property shall not have priority over, or interfere with, the public's use of the Property.

5. Security Deposit: The TENANT shall have deposited the amount of Five Thousand Eight Hundred Fifty Dollars (\$5,850.00) with the LANDLORD as a security deposit representing 1 and 1/2 months rental payment. The LANDLORD is in receipt of the present Security Deposit of \$5,550.00. TENANT shall be entitled to provide the additional funding to satisfy the required security Deposit established in the Bid Documents. The security deposit shall be held by the LANDLORD in a non-interest bearing account for the lease term in Valley National Bank. The security deposit shall be returned to the TENANT at the termination of this Lease, subject to deductions for: (1) maintenance and repair work resulting from the TENANT's use of the Leasehold, reasonable wear and tear excepted; (2) fees and rental payments unpaid; and (3) damages incurred by the LANDLORD as a result of TENANT's breach of any of the terms of this Lease.

6. Additional Costs: The TENANT will be responsible for all utilities. The TENANT will also be responsible for day to day cleaning and maintaining the Leasehold. The TENANT will comply with all Ridgewood Health and Building Department requirements.

7. Insurance: The TENANT agrees to maintain general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 in aggregate. The TENANT agrees to include LANDLORD and New Jersey Department of Environmental Protection as additional named insureds such that NJDEP receives the same protections and coverage as the Tenant and the Landlord under any insurance policies required herein and will provide the LANDLORD with proof of such insurance coverage prior to the Commencement Date. The TENANT understands that it must maintain similar insurance coverage in the same amount for the benefit of the New Jersey Department of Environmental Protection that it maintains for the benefit of the LANDLORD. Furthermore, the TENANT agrees that it will maintain "TENANT's" insurance coverage on its own personal property kept or maintained in or around the Leasehold. All insurance coverage will be kept in full force and effect for the term of this Lease, and the TENANT agrees that any insurance carrier for any insurance coverage in this paragraph 7 shall be licensed to do business in the State of New Jersey. The LANDLORD shall be notified in writing at least thirty (30) days prior to the cancellation of any insurance policy described in this Paragraph 7. Failure to maintain said insurances shall constitute a material breach of this Lease for which the LANDLORD may terminate this Lease, provided that LANDLORD has given TENANT at least ten (10) days written notice of this material breach and TENANT has not cured the default.

8. Maintenance. The LANDLORD provides all major and structural repairs and maintenance (including lawn, landscaping and trash/recycling) for the Gatehouse and any results of general wear and tear. All other maintenance and repair work shall be borne by the TENANT upon written notification and approval by the LANDLORD. The TENANT shall be required to provide the LANDLORD with written notice of any repair or maintenance the TENANT believes to fall within the LANDLORD'S responsibility. The LANDLORD shall not have any present or future liability, whether actual or consequential, resulting from maintenance and repairs which the TENANT fails to properly notify the LANDLORD of in writing. The Park property utilized by the TENANT shall be maintained by same.

9. Signage. All existing signs located upon the Leasehold as of the Effective Date are hereby deemed approved by Landlord. The TENANT acknowledges the existence of one (1) identification sign that is approximately 3 feet by 3 feet in size and located on the façade of the Leasehold. TENANT may replace such sign provided the dimensions cannot be larger than the sign being replaced. Any additional signage desired or requested must receive final approval of the Ridgewood Zoning official along with a Building Permit and any and all necessary inspections or other approvals. All signage must comply with N.J.A.C. 7:36-25.12.

10. Late Rental Payments. In any event where the full amount of any rental payment, including any added fees incurred, is not received on or before the tenth (10th) day of the month, the rental payment shall be considered late. A late fee of Two Hundred Fifty Dollars (\$250.00) shall be incurred for each late payment. If the TENANT fails to pay the full rent for a period of sixty (60) days or more, or if the TENANT carries any balance for any fees, including but not limited to rental or late fees, for greater than ninety (90) days, the LANDLORD shall have the right to terminate this Lease immediately upon written notice and take possession of the Leasehold from the TENANT. If the TENANT attempts to pay the rental payment or other payment required pursuant to this Lease with insufficient funds or funds that are not accepted or negotiated by a bank or other financial institution, there shall be an "administrative" fee due and owing to the LANDLORD of \$45.00. TENANT shall be responsible for all bank fees incurred due to any late payments or unaccepted or non-negotiated funds. Any late payment fee or bank fee incurred hereunder shall be due at the time of the next scheduled rental payment. Failure to pay the "administrative" fee or the late fee as part of the next scheduled rental fee shall constitute failure to pay that month's rent in full, for which additional late fees will incur and may constitute a default for which termination may be an option.

11. TERMINATION OF LEASE. Neither party may terminate this Lease Agreement "FOR CAUSE" unless the aggrieved party serves by certified mail written notice (hereinafter "Notice of Default") to the other that a default or breach of the terms of this Lease has occurred and provides the defaulting party thirty (30) days from the date of delivery of the notice of default to cure or otherwise rectify the identified default or breach of the terms of this Lease. If the defaulting party fails to cure or otherwise rectify the default or breach identified in the Notice of Default within the 30-day period, the aggrieved party may serve written notice of termination (hereinafter "Notice to Terminate") of the defaulting party's failure to cure or rectify the default or breach. Upon receipt of such Notice to Terminate, this Lease shall terminate on the earlier to occur of (i) the date set forth in the Notice of Termination, or (ii) the thirtieth (30th) day after receipt of the Notice to Terminate. Either party shall not be considered in breach of this Lease to the extent that performance of their respective obligations is prevented by an event of force majeure that arises after the Effective Date. In that instance, the affected party, which is prevented from carrying out its obligations hereunder shall give notice to the other party, and, thereafter, shall have the right to terminate this Lease immediately. In any circumstance where an event of force majeure becomes actually known to either party and that party fails to give notice of termination of the lease within 15 days of the event, that party's right to terminate this Lease as a result of that particular event of force majeure shall lapse. Notwithstanding anything contained in this Lease to the contrary, if during the Option Term LANDLORD elects to dedicate the Leasehold for another recreation or conservation purpose subject to NJDEP approval, then LANDLORD shall have the right to

terminate this Lease "WITHOUT CAUSE" upon at least twelve (12) months' prior written notice to TENANT. LANDLORD shall not have the right to terminate this Lease "WITHOUT CAUSE" during the Initial Lease Term. Notwithstanding anything contained in this Paragraph 11 to the contrary, in no event shall LANDLORD be permitted to terminate this Lease, whether "WITHOUT CAUSE" or "FOR CAUSE" if such termination would result in TENANT being unable to satisfy its obligations under any grants or other funding received from any governmental, public or quasi-public entity in connection with the programming offered by TENANT at the Leasehold.

12. Liability. The TENANT expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the TENANT'S use and maintenance of the Gatehouse, unless, however such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LANDLORD, its servants, agents, employees, or assigns.

13. Condition of Leasehold upon Termination of Agreement. Upon termination of this Lease, the TENANT shall, immediately and at the TENANT's sole cost and expense, recover all equipment, accessories, and materials owned by the TENANT from the Gatehouse and restore the Gatehouse to, as nearly as practicable to the same condition prior to the Effective Date of this Lease. Upon termination of the Lease and the Tenants vacating of same, the Leasehold and all buildings, indoor and outdoor areas utilized by the Tenant during the term of the Lease shall remain property of the Village. If there is any construction, demolition or addition contemplated to any of the improvements and/or outdoor areas on the Property, same must be approved in writing by NJDEP prior to any such construction, demolition and/or addition being performed. This Lease Agreement does not contemplate the construction or the demolition of any structure, the existing improvement and/or outdoor area on the property.

14. Affirmative Action Statement. The TENANT agrees that no person shall be denied admission or access to the Gatehouse on the basis of race, color, creed, national origin, sex, disability, gender or sexual orientation. All operations must provide and be compliant with all appropriate Federal and State regulations and statutes providing access to individual persons.

15. Hold Harmless and Indemnification. The TENANT agrees that it will, at its own expense, defend, indemnify and hold harmless the LANDLORD, its officers, agents, employees and/or assigns from and against any and all claims, damages, penalties, losses, expenses or judgments, whether just or unjust, arising from the TENANT's use of the Gatehouse. No term or condition in this Lease shall serve to make the TENANT indemnify the LANDLORD for any liability caused by the negligence or fault of the LANDLORD or by its respective officers, employees, contractors, agents or assigns, nor shall any provision of this Lease exonerate the LANDLORD from any liability so caused. This Paragraph 15 shall survive the expiration or termination of this Lease. The New Jersey Department of Environmental Protection shall be indemnified to the extent such that it receives the same protections and coverage as the Landlord and the Tenant under this Lease Agreement.

16. No Assignment or Modification of Agreement. The TENANT shall not assign or modify this Lease Agreement without the advance written consent of the LANDLORD and New Jersey Department of Environmental Protection - Green Acres.

17. Integrated Agreement. This Lease constitutes the entire and integrated understanding of the LANDLORD and the TENANT and supersedes all the terms and conditions of any prior agreement, negotiations or representations, whether written or oral, between the Parties. This Lease may not be modified, except by a formal writing that is signed by both the LANDLORD and the TENANT.

18. Government Immunities. Nothing herein shall be interpreted to reduce, eliminate or otherwise effect any and all privileges and immunities held by the LANDLORD as a governmental entity and municipal corporation. The LANDLORD shall have the right to institute and claim any and all applicable privileges or immunities at any time and for any reason in relation to this Lease and/or the obligations and benefits of the parties hereunder.

19. No Admission of Liability. Nothing herein shall be construed to be an admission of liability by either party for any purposes.

20. Representations. The TENANT understands that the LANDLORD makes no representations regarding the success of the business, availability of clientele, or usability of either the LANDLORD's or private institutions, public areas, or businesses at or near the Gatehouse. The TENANT takes sole responsibility for all business risks associated with this Lease.

21. Payments. Any payments, rentals or other consideration the LANDLORD receives under this Lease shall be used for operating, maintenance or capital expenses related to its funded parkland or to its recreation program as a whole, pursuant to N.J.A.C 7:36-25.13 (e). It is understood by and between the parties to this Lease that the Landlord hereby waives and real estate tax liability on the Tenant resulting from the leasing of the above-described Leasehold. The Leasehold shall not be mortgaged in any manner unless further approved by the Village council and the NJDEP.

22. Forum. The parties agree and understand that any dispute or challenge to the terms and provisions of this Lease should be resolved by the parties in good faith before any legal action, whether in law or in equity, is commenced by either party. The parties agree that any unresolved disputes or challenges to the terms and provisions of this Lease shall only be actionable in the Superior Court of New Jersey, Law or Chancery Division, Bergen County.

23. Compliance with Laws. The TENANT shall comply with all laws, ordinances, rules, regulations, requirements and directives of governmental entities, and their subdivision, which affect the leased Leasehold and the Tenant's use and occupancy of the Leasehold, including those relating to fire safety, for the prevention of fire, or other casualty, damage or injury at the TENANT's cost and expense. However, other than any structural alterations or modifications relating to the kitchen to be installed by the TENANT, the TENANT shall not be required to make any structural or other modifications to the Leasehold, which are necessary to comply with those regulations. Notwithstanding anything to the contrary contained herein, the Tenant's rights under this Lease shall be subject to, limited by and exercised in accordance with the Green Acres Restrictions at N.J.S.A. 13:8C-1 and N.J.A.C. 7:36, et seq., as may be amended and supplemented. Furthermore, the Tenant shall exercise its rights under the Lease to ensure that the Leasehold/ continues to be operated for conservation and recreation purposes in accordance with Green Acres Restrictions.

24. Fire and Other Casualty. In case of fire or other casualty, the TENANT shall give immediate notice to the LANDLORD. If the Leasehold shall be partially damaged by fire, the elements or other casualty, but not to the extent that the Leasehold are rendered untenable, the LANDLORD shall determine the cause of the damage and work diligently to remediate or repair the damage in accordance with all available legal and equitable remedies. The TENANT's obligation to pay the rent hereunder shall not cease. If, in the written opinion of the LANDLORD, the Premises are so substantially damaged as to render them untenable, then the rent shall cease until such time as the Leasehold shall be made tenantable by the LANDLORD. However, if, in the opinion of the LANDLORD, the Leasehold are so substantially damaged that the LANDLORD decides not to rebuild, then the rent shall be paid up to the time of such destruction and thenceforth this Lease shall come to an end. The LANDLORD shall notify

the TENANT of its decision whether to rebuild within a period of thirty (30) days of the casualty loss and shall complete all repairs within ninety (90) days of the casualty loss, or the TENANT may terminate this Lease. However, the provisions of this clause shall not become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the TENANT or the TENANT's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the TENANT's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the TENANT's part to be performed shall continue and the TENANT shall be liable to the LANDLORD for the damage and loss suffered by the LANDLORD. If the TENANT shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the LANDLORD to the extent of the LANDLORD's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the LANDLORD for reimbursement.

25. Quiet Enjoyment. So long as TENANT pays all of the rent and performs all of TENANT's other obligations hereunder, TENANT shall peaceably and quietly have, hold and enjoy the Leasehold without hindrance, ejection or molestation by LANDLORD or any person lawfully claiming through or under LANDLORD.

26. Option to Renew. LANDLORD and TENANT hereby agree that the TENANT shall have the option to extend this Lease at the expiration of the Initial Lease Term for an additional five (5) year term ("Option Term") to commence immediately upon the expiration of the Initial Lease Term. TENANT's rental of the Leasehold during the Option Term shall be upon the same terms, covenants and conditions contained in this Lease, except that the rent payable by TENANT hereunder shall be adjusted to the then "Prevailing Market Rate" for the Leasehold as applicable, as hereinafter defined. "Prevailing Market Rate" shall mean the then prevailing market rate being charged for comparable space in public park settings within a ten (10) mile radius of the Leasehold, with consideration given for any allowances or other concessions or premiums, but in no event less than the rental rate payable by TENANT during the last month of the Initial Lease Term. In order to exercise its option granted herein, TENANT shall notify LANDLORD in writing of its intent to exercise this Option to extend or renew the Lease not sooner than twelve (12) months prior and no later than one hundred eighty (180) days prior to the expiration of the Initial Lease Term. TENANT shall not be permitted to exercise such Option Term if LANDLORD has provided TENANT a Notice of Default and such default remains uncured. Within forty five days (45) following the receipt of notice exercised by TENANT of its option to extend the Lease for the Option Term, LANDLORD shall notify TENANT in writing of LANDLORD's determination of the Prevailing Market Rate for the Option Term. Within ten (10) days after receipt of LANDLORD's notice, TENANT shall notify LANDLORD in writing of TENANT's acceptance or rejection of such rate. If TENANT shall accept such Prevailing Market Rate,

LANDLORD and TENANT shall enter into an amendment to the Lease acknowledging the rent for the Option Term. The Initial Lease Term and the Option Term are collectively referred to herein as the "Lease Term." See Paragraph 11.

27. Animals. The parties agree that the TENANT shall not enlist or utilize any animal or animals in TENANT's programs or in the operation of TENANT's use of the Leasehold at any time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Parties have executed this Lease on the day and year first above written

LANDLORD:

VILLAGE OF RIDGEWOOD, NEW JERSEY

By: _____

MAYOR SUSAN KNUDSEN

ATTEST:

Heather A. Mailander

HEATHER A. MAILANDER

VILLAGE MANAGER/VILLAGE CLERK

Date: 2/9/2022

Date: 2/10/2022

TENANT:

HEALTHBARN USA, INC.

By: _____

Name: STACEY ANTINE

Title: FOUNDER, DIRECTOR, HEALTHBARN USA, INC.

EXHIBIT A

HealthBarn USA's Hours of Operations & Description of Programs at the Gate House (6.14.21)

Programs	Description	Time of Yr	Schedule	#	Transport
1)Seedlings, ages 3-5	Try a variety of foods, cook, garden*	Fall, Spr, Winter	1/2.5 hrs/weekdays/Sat am	15	car
2)Sprouts, ages 5-7	Learn healthy behaviors, cook, garden*	Fall, Spr, Winter	1.5 hrs/after school	15	car
3)Pollinators, mixed ages	Learn healthy behaviors, cook, garden*	Fall, Spr, Winter	1.5hrs/after school	15	car
4)Harvesters, ages 8-12	Nutrition education, cook, garden*	Fall, Spr, Winter	1.5 hrs./after school until 6:30pm	15	car
5)Master Chefs, ages 12+	Advanced healthy cooking class & garden*	Year-round	1.5hrs/after school/Sat	15	car
6) Summer Camp, 5-13	Healthy-lifestyle immersion experience, cook, garden, active play, science, yoga*	June - August	9 - 3 pm Mon-Fri; after camp enrichment 3 - 6 pm	35	car
7) Summer Seedlings, 3-5	Try a variety of foods, cook, garden activities*	June - August	1.5 hrs/afternoons	15	car
8) Holiday Camp, 5-12	Healthy-lifestyle immersion experience, cook, garden, active play, science, yoga*	Dec/January	9 - 3 pm Mon-Fri	35	car
9) MLK Camp, 5-12	Healthy-lifestyle immersion experience, cook, garden, active play, science, yoga*	MLK	9-3 pm Mon	35	car
10) Winter Camp, 5-12	Healthy-lifestyle immersion experience, cook, garden, active play, science, yoga*	February	9-3 pm Mon-Fri	35	car
11) Spring Camp, 5-12	Healthy-lifestyle immersion experience, cook, garden, active play, science, yoga*	April	9-3 pm Mon-Fri	35	car
12)NIEA Camp	Healthy-lifestyle immersion experience, cook, garden, active play, science, yoga*	2 days in Nov	9-3pm Thur-Fri	35	car
13)School/Camp Field Trips	Nutrition Ed, recipe, garden, nature explore*	Year-round	9:30 - 2:30 pm Mon-Fri	10-80	bus
14)Scout Field Trip	Nutrition Ed, recipe, garden, nature explore*	Fall, Spr, Winter	Mon-Fri/after school/Sat	10-30	car
15)Kid Workshops	Variety of topics, nutrition, garden, exercise, yoga, picky eaters, cooking, environmental*	Year-round	Mon-Fri/am/after school/Sat	15-25	car
16)Adult Workshops & Culinary Events	Variety of Nutr topics, cooking, gardening, yoga*	Year-round	Mon-Sat/am/evenings until 9pm	10-35	car
17)Special Need Field Trips	Healthy-lifestyle activities, cooking, gardening*	Year-round	Mon-Fri/9:30 - 1:00 pm	10-25	bus
18)Birthday Parties	Healthy-lifestyle activities, cooking, gardening*	Year-round	After-school/Sat until 6:30 pm	10-35	car
19) Family Workshops & Events	Variety of topics, nutrition, cooking, gardening, environmental*	Year-round	After-school/evenings/Sat	10-25	car

*Scavenger hunts, relay races, obstacle courses will be integrated based on timing/lesson plan.

Program Operation: All programs must be advertised through Village Parks and Recreation to residents and HealthBarn USA is free to advertise and promote its programs to the general public. HealthBarn will register program participants for all programs. HealthBarn is entitled to all revenue generated by its programs. Its financial obligation is limited to rent and other sums due under the lease.

