LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated as of the _____ day of April, 2015 by and between **NEW BRUNSWICK PARKING AUTHORITY**, a public body corporate and political subdivision of the State of New Jersey, having an office at 106 Somerset Street, 6th Floor, New Brunswick, NJ 08901 ("Landlord") and **KUMKANG FRUIT & VEGETABLE CORP.**, a New Jersey corporation with an address of ~~115-15~~ Aguilar Avenue, Flushing, New York ~~11354~~ ("Tenant"); 155-15 Aguilar Ave, Flushing 11367

ARTICLE 1. DEFINITIONS

As used in this Lease, the following terms shall have the meanings ascribed below, which are in addition to other terms defined in this Lease:

1.1 "**Building"/"Premises"/"Property**" means the premises (referred to herein as the "Premises"), located at Paterson & Kirkpatrick Streets, (100 Kirkpatrick Street), New Brunswick, New Jersey 08901, are part of the project known as the New Brunswick Wellness Plaza, situate and located in the air rights estate known in the City of New Brunswick tax records as Block 18.02, Lot 1.02, Qualifier BLDG, generally described in the description on Exhibit A attached hereto and made a part hereof. The Premises shall comprise a portion of a mixed use development containing approximately 585,000 square feet that includes a parking garage, a fitness & wellness center of approximately 47,450 square feet on the second floor of the building ("Fitness and Wellness Center"), a café, and a supermarket (together with site improvements, common areas, public improvements and other ancillary improvements, the "Building") of which (i) approximately 45,206 square feet, consisting of the main area of the supermarket, to be located on the ground floor of the Building, (ii) approximately 800 square feet, consisting of interior mechanical area, to be located on the second floor of the Building and (iii) approximately

4,880 square feet, consisting of the exterior loading dock area for the supermarket, to be located on the ground floor of the Building, measure a total of approximately 50,886 square feet and, together with all furniture, fixtures, equipment and improvements installed there, and the right to maintain tables, benches and chairs in the common plaza, shall collectively comprise the Premises as shown on the Building floor plan, attached hereto as Exhibit B ("Premises"), and made a part hereof, together with the right to the non-exclusive use of the Common Areas subject to the terms and conditions of this agreement of lease. The Air Rights Estate and Building are together referred to hereinafter as the "Property". The real property known in the City of New Brunswick tax records as Block 18.02, Lot 1.02, excluding the Air Rights Estate, shall be known as the "Land".

1.2 "**Commencement Date**" means May 1, 2015.

1.3 "**Rent Commencement Date**" means October 1, 2015.

1.4 "**Expiration Date**" means December 31, 2035.

1.5 "**First Option Commencement Date**" means January 1, 2036

1.6 "**First Option Expiration Date**" means December 31, 2040.

1.7 "**Second Option Commencement Date**" means January 1, 2041.

1.8 "**Second Option Expiration Date**" means December 31, 2045.

1.9 "**Third Option Commencement Date**" means January 1, 2046.

1.10 "**Third Option Expiration Date**" means December 31, 2050.

1.11 "**Fourth Option Commencement Date**" means January 1, 2051.

1.12 "**Fourth Option Expiration Date**" means December 31, 2055.

1.13 "**Landlord**" means the New Brunswick Parking Authority or any future landlord.

1.14 "**Lease Term**" means the period between the Commencement Date and Expiration Date.

1.15 "**Parking Spaces**" means the use of 86 parking spaces located on the third floor of the Building.

1.16 "**Rent**" means all sums, monies or payments required to be paid by Tenant to Landlord pursuant to this Lease.

1.17 "**Street Parking Spaces**" means the approximately 19 parking spaces abutting the Building and located on Kirkpatrick Street.

1.18 "**Tenant**" means Kumkang Fruit & Vegetable Corp., a New Jersey corporation and its permitted successors and assigns.

ARTICLE 2. GRANT

2.1 **Grant**. In consideration of the rents, covenants, agreements and conditions hereinafter provided to be paid, kept, performed and observed, Landlord leases to Tenant and Tenant hereby hires from the Landlord the Premises. Tenant shall have and hold the Premises for and during the term described herein, subject to the payment of the Rent and to the full and timely performance by Tenant of the covenants and conditions hereinafter set forth.

ARTICLE 3. TERM

3.1 **Term**. The term of this Lease (the "Initial Term") shall be for twenty years and eight months and shall commence on the Commencement Date and expire on the Expiration Date. The Initial Term and the Option Term as exercised shall be referred to as the Term.

3.2 **First Option Term**. Provided Tenant is not in default beyond any applicable notice and cure periods, as provided for herein, Tenant shall have the right on prior written notice given no later than January 1, 2035, given in accordance with this Lease ("Tenant's First Renewal Notice") to extend the term of this Lease for one (1) additional five (5) year period commencing on the First Option Commencement Date and ending on the First Option Expiration Date (the "First Option Term") on the same terms and conditions (including those provisions relating to Additional Rent) at the rental set forth herein. Provided, however, in the event Tenant fails to give Tenant's First Renewal Notice, Tenant's right to exercise its right to extend this Lease shall not expire until Tenant has received notice of such failure from Landlord and has failed to send Tenant's First Renewal Notice within twenty (20) days after Tenant's receipt of Landlord's Notice.

3.3 **Second Option Term.** Provided Tenant is not in default beyond any applicable notice and cure periods, as provided for herein, Tenant shall have the right on prior written notice given no later than January 1, 2040, given in accordance with the Lease ("Tenant's Second Renewal Notice" to extend the term of this Lease for one (1) additional five (5) year period commencing on the Second Option Commencement Date and ending on the Second Option Expiration Date (the "Second Option Term") on the same terms and conditions (including those provisions relating to Additional Rent) at the rental set forth herein. Provided, however, in the event Tenant fails to give Tenant's Second Renewal Notice, Tenant's right to exercise its right to extend this Lease shall not expire until Tenant has received notice of such failure from Landlord and has failed to send Tenant's Second Renewal Notice within twenty (20) days after Tenant's receipt of Landlord's Notice.

3.4 **Third Option Term.** Provided Tenant is not in default beyond any applicable notice and cure periods, as provided for herein, Tenant shall have the right on prior written notice given no later than January 1, 2045, given in accordance with the Lease ("Tenant's Third Renewal Notice") to extend the term of this Lease for one (1) additional five (5) year period commencing on the Third Option Commencement Date and ending on the Third Option

Expiration Date (the "Third Option Term") on the same terms and conditions (including those provisions relating to Additional Rent) at the rental set forth herein. Provided, however, in the event Tenant fails to give Tenant's Third Renewal Notice, Tenant's right to exercise its right to extend this Lease shall not expire until Tenant has received notice of such failure from Landlord and has failed to send Tenant's Third Renewal Notice within twenty (20) days after Tenant's receipt of Landlord's Notice.

3.5 **Fourth Option Term.** Provided Tenant is not in default beyond any applicable notice and cure periods, as provided for herein, Tenant shall have the right on prior written notice given no later than January 1, 2050, given in accordance with the Lease ("Tenant's Fourth Renewal Notice" to extend the term of this Lease for one (1) additional five (5) year period commencing on the Fourth Option Commencement Date and ending on the Fourth Option Expiration Date (the "Fourth Option Term") on the same terms and conditions (including those provisions relating to Additional Rent) at the rental set forth herein. Provided, however, in the event Tenant fails to give Tenant's Fourth Renewal Notice, Tenant's right to exercise its right to extend this Lease shall not expire until Tenant has received notice of such failure from Landlord and has failed to send Tenant's Fourth Renewal Notice within twenty (20) days after Tenant's receipt of Landlord's Notice.

ARTICLE 4. BASE RENT

4.1 **Base Rent During Initial Term**. During the Initial Term of this Lease, Tenant shall pay to Landlord, Base Rent on the first day of each month, without offset or deduction as follows:

Period	Annual Rent	Monthly Rent
May 1, 2015 – September 30, 2015	No Rent	No Rent
October 1, 2015 – December 31, 2015 (3 months)	$44,160.00	$14,720.00
January 1, 2016 – June 30, 2016 (6 months)	$88,320.00	$14,720.00
July 1, 2016 – December 31, 2020 (4 1/2 years)	$550,000.00	$45,833.30
January 1, 2021 – December 31, 2025	$605,000.00	$50,416.67
January 1, 2026 – December 31, 2030	$665,500.00	$55,458.33
January 1, 2031 – December 31, 2035	$732,050.00	$61,004.17

4.2 **Base Rent During Option Terms**. During the Option Terms of this Lease, Tenant shall pay to Landlord, Base Rent of the first day of each month without offset of deduction as follows:

First Option Term	$805,255.00	$67,104.58
Second Option Term	$885,780.00	$73,815.00
Third Option Term	$974,359.00	$81,196.58
Fourth Option Term	$1,071,794.00	$89,316.17

4.3 **Fixture Rent.** In addition to Base Rent commenting on October 1, 2015 and thereafter for a period of one hundred and twenty six (126) consecutive months, Tenant shall pay to Landlord without offset or deduction on the first day of each month the sum of $4,445.00 for the first nine (9) months of the Lease and $14,188.00 for the remaining one hundred seventeen (117) months as and for rent for the furniture, fixtures and equipment contained within the Premises as listed on Exhibit C (the "Furniture and Fixtures"). Upon payment of the final installment of the Fixture Rent, Landlord shall convey by Bill of Sale, all furniture, fixtures and equipment contained within the Premises (the "FFE") free and clear of all liens, claims and encumbrances. Landlord agrees that it shall not mortgage or otherwise encumber the FFES.

4.4 **License Fee and Restrictions.**

4.4.1 Commencing on October 1, 2015, Tenant shall pay Landlord as and for a beer and wine concession fee, the sum of $1250.00 per month without offset or deduction (the "License Fee"), which fee shall increase by ten (10%) per cent during every five (5) year lease term (including option terms) starting with the January 1, 2021 – December 31, 2025 lease term. By way of example, the License Fee during this lease term shall be $1,375.00 per month.

4.4.2 In connection with the sale at the Premises of alcoholic beverages for consumption off premises, such component of the business (i.e. the sale at the Premises of alcoholic beverages for consumption off premises) being conducted in the Premises shall not exceed (a) 25% of Tenant's gross revenues from sales of products in the ordinary course of business at the Premises, (b) 25% of the square footage of the Premises, or, (c) 25% of the cost of the total inventory of Tenant being maintained at the Premises. In the event that any of such limits are exceeded, but do not exceed 39%, such occurrence shall constitute a failure by Tenant to observe a covenant of this Lease, which, if not cured within six (6) months following notice pursuant to Section 42, shall be a Default hereunder. In the event that any such limits exceed 39%, Tenant shall not be entitled to any opportunity to cure same, and such occurrence shall be a Default hereunder. Percentages hereunder shall be calculated on a rolling 365-day basis except in the case of a Default under this Section 4.4.2 where such cure shall be tested based upon the six month period beginning after receipt of written notice of the Default under this Section 4.4.2.

4.5 **Annual Percentage Rental.**

4.5.1 Annual Percentage Rental shall be determined and payable based on Gross Sales for the preceding rental year. Annual payments of annual Percentage Rental shall be calculated by (a) multiplying the Gross Sales in excess of $18,500,000.00 per annum by one

(1%) percent. The first annual payment of Annual Percentage Rental due hereunder shall include Gross Sales from January 1, 2016 – December 31, 2016. Within ninety (90) days after the end of each Rental Year of the Term or Option Term, the Annual Percentage Rental paid or payable for such Rental year shall be paid by Tenant to Landlord.

4.5.2 "Rental Year" Defined.

The First "Rental Year" shall commence on January 1, 2016 and shall end at the close of the twelfth full calendar month following the commencement of the Term or Option Term; thereafter each Rental Year shall consist of successive periods of twelve calendar months. Any portion of the Term remaining at the end of the last full Rental Year shall constitute the final Rental Year and all Rental shall be apportioned therefor.

4.5.3 "Gross Sales" Defined.

"Gross Sales" means the actual sales prices or rentals of all goods, wares and merchandise sold, leased, licensed or delivered and the actual charges for all services performed by Tenant or by any subtenant, licensee or concessionaire in, at, from, or arising out of the use of the Premises, whether for wholesale, retail, cash, credit, manufacturers coupons or trade-ins or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (a) where the orders therefor originate in, at, from, or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place, (b) made or performed by mail, telephone, or telegraph orders, (c) made or performed by means of mechanical or other vending devices in the Premises, (d) which Tenant or any concessionaire or other person in the normal and customary course of its business would credit or attribute to its operations at the Premises or any part thereof. Any sums deposited with and forfeited to Tenant shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, regardless of whether or when Tenant receives payment therefor. No franchise or capital stock tax and no income or similar tax based on income or profits shall be deducted from Gross Sales. Anything to the contrary contained herein notwithstanding, Gross Sales shall not include any monies or sales made by any concessionaire or licensee of the Premises, except that any payment from any licensee or concessionaire made to the Tenant for use of that portion of the Premises shall be included in Gross Sales.

The following shall not be included in Gross Sales: (i) any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which would otherwise be made in or at the Premises, (ii) returns to shippers or manufacturers, (iii) cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned), otherwise included in Gross Sales, (iv) sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant's business, (v) amounts collected and paid by Tenant to any government for any sales or excise tax, and (vi) the amount of any discount on sales to employees.

4.5.4 Statements of Gross Sales

Tenant shall deliver to Landlord: (a) within sixty (60) days after the close of each Rental Year, a written report signed by Tenant or by an authorized officer or agent of Tenant, a statement of Gross Sales for the preceding Rental Year which shall conform to and be in accordance with generally accepted accounting principles and in accordance with Section 4.5 hereof. The annual statement shall be accompanied by the signed certificate of an independent

Certified Public Accountant certifying specifically that (i) he has examined the report of Gross Sales for the preceding Rental Year, (ii) his examination included such tests of Tenant's books and records as he considered necessary or appropriate under the circumstances, (iii) such report presents fairly the Gross Sales of the preceding Rental Year, and (iv) the said Gross Sales conform with and are computed in compliance with the definition of Gross Sales contained in Section 4.5 hereof. If Tenant shall fail to deliver such annual statement and certificate to landlord within said sixty (60) day period, Landlord shall have the right thereafter to employ an independent Certified Public Account to examine such books and records, as may be necessary to certify the amount of Tenant's Gross Sales for such Rental Year. Tenant shall cooperate with the independent Certified Public Accountant and shall be responsible for the cost of such independent Certified Public Account.

4.5.5 Tenant's Records.

Tenant covenants and agrees that the business upon the Premises shall be operated so that a duplicate sales slip, invoice or non-resettable cash register receipt, serially numbered, or such other device for recording sales as Landlord approves, shall be issued with each sale or transaction, whether for cash, credit or exchange.

For the purpose of permitting verification by Landlord of any amounts due as Rental, Tenant will keep and preserve for at least three (3) years, and during the Term shall keep at the Premises, a general ledger, required receipts and disbursement journals and such sales records, income tax and sales tax records and other supporting documentation together with original or duplicate books and records which shall disclose in detail all information required to permit Landlord to verify Tenant's Gross Sales and which shall conform to and be in accordance with generally accepted accounting principles. At any time or from time to time after twentyfour (24) hours advance notice to Tenant, Landlord, its agents and accountants, shall have the right during business hours to make any examination or audit of such books and records which landlord may desire. If such audit shall disclose a liability in any Rental year for Rental in excess of the Rental theretofore paid by Tenant for such period, Tenant shall pay such liability within ten (10) days after receipt of the audit. In addition, if such audit shall disclose that Tenant has either underreported Gross sales by five percent (5%) or more during any Rental Year or that Tenant has underpaid by three percent (3%) or more any Rental payable by Tenant the amount of which is based on Gross Sales, then in such event, in addition to being an Event of Default hereunder, Tenant shall promptly pay the cost of audit and interest at the Default Rate on all additional Annual Percentage Rental then payable, accounting from the date such additional Annual Percentage Rental was due and payable. If such audit shall disclose that Tenant's records, in Landlord's determination, are inadequate to reflect accurately Tenant's Gross Sales, Landlord shall have the right to retain a consultant to prepare and establish a proper recording system in which Tenant can determine Gross Sales, at Tenant's cost and expense.

4.6 **Payment of Base Rent, Fixture Rent and License Fee.** Tenant covenants to pay Rent without notice, deduction, set-off or abatement to Landlord in equal monthly installments payable in advance on the first day of each month during the Term.

4.7 **Place of Payment.** Rent shall be payable to landlord at Landlord's address set forth herein or at such other place as landlord may designate from time to time in writing.

ARTICLE 5. PERMITTED USE

5.1 Tenant shall use the Premises for the operation of a first-class food store including the sale, storage, warehousing and preparation for on or offsite consumption of products which may include, but not be limited to, seafood, meat, poultry, fruits, vegetables, beverages, wine and beer (if permitted by Alcoholic Beverage Control laws) and other products including, without limitation, outdoor and indoor garden products, prepared foods and meals, sales and rental of video discs, lottery tickets if permitted by law, greeting cards, general merchandise, film developing, health and beauty care items, vitamins, bagels, bakery items, coffee, nutrition center, pharmacy and such other products customarily sold in supermarkets for on- and off-premises consumption and delivery sold from time to time or any other similar, legally permitted use (excluding, however, any fitness or physical therapy service), subject, however, to Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed.

Tenant does hereby notify Landlord that Tenant's North American Industry Classification System ("NAICS Number") code number is 445110. Tenant shall not perform nor agree to perform any act that will cause its NAICS number to fall within an NAICS number to which ISRA (as hereinafter defined) may be applicable.

5.2 The Premises are to be used by Tenant for the purposes described in Section 5.1 hereof and for no other purpose. Tenant may, however, use the Premises under another trade name so long as Tenant shall continue to use the Premises in the same manner as the named Tenant. Tenant hereby acknowledges its understanding and agreement that the Tenant's use of a different trade name shall not be deemed or construed as Landlord's release of Tenant from any of Tenant's obligations and/or any restriction imposed upon Tenant by this Lease respecting any Tenant assignment or sublet hereunder. Tenant shall cause all permits necessary for the lawful occupancy of the Premises and the use of the Premises for the Permitted Use to be obtained prior to opening for business. Landlord shall cooperate with Tenant in obtaining all such permits, including a license for sale of alcoholic beverages for off-premises consumption, but Landlord shall in no way be responsible for obtaining such license. Tenant covenants that it will accept the Premises on the Commencement Date and, subject to completion of Tenant's Work, commence the conduct of Tenant's business therefrom, fully fixture, equipped and staffed, and thereafter will continuously conduct in one hundred (100%) percent of the space within the Premises the Permitted Uses hereunder in accordance with all of the terms and conditions of this Lease from the hours of 7:00 a.m. to 10:00 p.m. (Monday through Saturday) and 8:00 a.m. to 8:00 p.m. (Sunday), except holidays, as such times may be increased by Tenant in its sole discretion, subject, however, to the applicable provisions of this Lease respecting casualty, condemnation, legal requirements or force majeure. In addition, Tenant may temporarily cease the conduct of its business from the Premises for any commercially reasonable matter, such as casualty, condemnation, Permitted Changes, requirements of Laws, etc. (herein, a "Temporary Closing Event"), for a maximum period of nine (90) consecutive days (one hundred eighty (180) days in the event the Temporary Closing Event results from casualty to or condemnation of the Premises or portion thereof), provided, however, Tenant shall have given landlord, prior to such cessation of business, a reasonable detailed written explanation as to why the continuance of the conduct of its business form the Premises would not be commercially reasonable in light of the occurrence of the Temporary Closing Event which explanation shall be reasonably acceptable to landlord and, further provide that a Temporary Closing Event shall not relieve Tenant of its obligation to pay rent or of compliance with any other conditions of the Lease except as otherwise provided herein with respect to condemnation and casualty.

5.3 **Excluded Activities or Business.** Notwithstanding anything to the contrary contained in the foregoing Section 5.1, or as might otherwise be provided elsewhere in this lease, Tenant shall not engage in any Excluded Activity or Business at the Premises during the term of this Lease. For purposes of this subsection, "Excluded Activity or Business" means (1) the rental to others of residential rental property (as defined in Section 168(e) (2) (A) of the Tax

Code); (2) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, or suntan facility, any race track or other facility used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off-premises, or any check cashing store; (3) the development or holding of intangibles for sale or license (4) farming (within the meaning of Section 2032A (e) (5) (A) or (B) of the Tax Code; (5) the operation of any full-service bank, credit union or other financial institution; (6) any type of sexually oriented business, adult entertainment or adult bookstore; including but not limited to any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); (7) escort services, dating services, or similar matchmaking or companion services; (8) without limitation of (2) above, bingo or similar games of chance, however, lottery tickets and other similar items commonly sold in retail establishments may be sold as an incidental part of a business, but only if for each taxable year of such business the gross revenues from such sales is limited to five percent (5%) or less of the aggregate gross revenues of the business conducted at the subject property and at no time shall the square footage occupied by lottery terminals or other associated materials within the subject property exceed 100 square feet; (9) the sale of any firearms, ammunition or weapons, or a shooting gallery of any type; (10) the sale of fireworks, except as an incidental part of another primary business; (11) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; (12) pawn shops, pawn brokers, car title lenders (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or thrift), or any similar type of lending activity; (13) check cashing services, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or thrift; (14) debt collection activities, debt consolidation services, credit repair or credit restoration activities, except as such activities are incidental to banking activities conducted by a state or Federally chartered bank or thrift; (15) bail bond services of any kind, or any activities of a bail bond agent; (16) the sale, distribution, marketing, or production of medical marijuana, medical cannabis or any constituent cannabinoids such as THC as well as any substance considered to be synthetic cannabinoids (this limitation applies broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization; (17) the sale, distribution, or manufacture of any type of drug paraphernalia; (18) tattoo parlors or any establishment that performs tattooing; (19) a bar, restaurant or other establishment where alcohol is sold, the principal business of which is the sale of alcohol for consumption on-premises (for purposes of this limitation, an establishment shall be considered to have the sale of alcohol for consumption on-premises as a principal business if (a) alcohol sales amount to fifty percent (50%) or more of the establishment's gross receipts in any month), (b) there is no independent, full-service kitchen to service in –restaurant dining, (c) minors are prohibited from entry to the establishment during all or at specified times of the day, or (d) more than 30% of the square footage of the Premises is devoted principally to the sale and consumption of alcohol on-premises: (20) businesses based predominantly on inbound or outbound telemarketing activities, except as such calls are an incidental part of another primary business; and (21) multi-level marketing activities, the sale of multi-level business opportunities or network marketing activities.

Subject to the requirements of this Section 5.3, if Tenant lets or sublets the whole or any part of the Premises, Tenant shall, at a minimum, include the following provision in the lease: "The (Tenant/Subtenant) shall not engage in any Excluded Activity or Business (as such term is defined in Section 5.3)".

Tenant acknowledges that the above restrictions are being imposed by virtue of the use of New Markets Tax Credits as financing for the Building. At Tenant's request, landlord shall discuss with any New Markets Tax Credit lender Tenant's desired revisions to the list of restrictions; however, Landlord makes no representation or warranty as to its ability to obtain consent to such revisions. Tenant agrees to assist Landlord in its periodic reporting requirements under the New Markets Tax Credit through the end of the tax credit period by providing to Landlord information required, including but not limited to general information on the number of tenant employees. The tax credit period shall expire on September 30, 2019. Upon the expiration of the tax credit period, these restrictions will expire and Tenant will no longer be bound by them.

5.4 **Landlord Restrictions.** Landlord agrees that it shall not rent any space owned or controlled by Landlord within a one mile radius of the Building to any other supermarket operator, green grocer, fish market, or delicatessen (except as set forth below) or supermarket that is a direct competitor of Tenant. Notwithstanding the above, Landlord can rent space in its two existing delicatessen stores in buildings owned by the Landlord, one store in the Gateway Mall on Easton Avenue and the other store in this building.

ARTICLE 6. COMPLIANCE WITH LAWS; NUISANCE

6.1 **Tenant's Compliance with Law.** Tenant covenants throughout the term, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises are situated, or any other body now or hereafter constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, or the use or manner of use of the Premises. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Building and improvements on the Premises and the equipment thereof. Tenant shall not commit any nuisance or unreasonable annoyance to Landlord or any other tenant in the Building.

ARTICLE 7. ADDITIONAL RENT

7.1 **Service Charge.** Tenant's failure to make any monetary payment required of Tenant (including payments of Base Rent and/or Additional Rent) hereunder within ten (10) days after notice from Landlord that such payment has not been made therefor shall result in the imposition of a service charge for such late payment in the amount of five (5%) percent of the amount due.

ARTICLE 8. UTILITIES

From and after the Commencement Date, or such earlier date as Tenant may take possession of all or part of the Premises, Tenant shall contract in its own name and timely pay for all charges for electricity, gas, water, fuel, sewer charges, telephone, cable, trash hauling, and any other services or utilities used in, servicing or assessed against the Premises, for periods from and after the Commencement Date or such earlier date of possession, unless otherwise herein expressly provided.

ARTICLE 9. QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent herein provided and keeping, performing and observing the covenants, agreements and conditions herein required of Tenant, shall peaceably and quietly hold and enjoy the Premises for the term aforesaid, subject, however, to the terms and conditions of this Lease.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

10.1 **Assignment and Subletting of Premises.** Tenant shall not assign or hypothecate this Lease nor sublet or otherwise transfer its interest in all or any part of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Provided that (a) Tenant is not then in breach or default of any of the terms or conditions of the Lease at the time of Tenant's Notice to assign and on the effective date of such sublet or assignment (b) the use of the Premises pursuant to such assignment or sublease is in compliance with the Permitted Use and (c) the proposed assignee or subtenant is of a type and quality consistent with the Building and its tenants, then Landlord shall not unreasonably withhold its consent to the proposed assignment or subletting. Landlord agrees to notify Tenant of its decision to grant or withhold its request for consent within thirty (30) days after receipt of Tenant's written request therefore. Anything to the contrary contained herein notwithstanding, Landlord's consent shall not be required for an assignment or subletting to an affiliate. In the event of any assignment or subletting of the Premises, Tenant shall remain liable for all obligations hereunder.

10.2 **Concessions and Licenses.** Tenant shall have the right to enter into concessions with (i) banks or other lending institutions for purposes of operating an ATM machine; (ii) a dry cleaner for the sole purposes of pick-up and drop-off of dry cleaning and laundry, provided no dry cleaning or laundry service shall be conducted at the Premises; or (iii) for the sale of cellular telephones and devices and telephone cards and related accessories. Any sums received by Tenant from the concessionaires shall be added to gross sales as defined in Section 4.5.3. hereof.

ARTICLE 11. DAMAGE OR DESTRUCTION

11.1 **Fire and Other Casualty.** In the event of total or partial destruction of the Premises, which exceeds thirty (30%) percent of the total square footage of the Premises by fire or other peril, Tenant and Landlord, at their option, may terminate this Lease as of the date of such casualty by written notice to the other given, if at all, within sixty (60) days from and after the date of such casualty. Absent such timely notice, this Lease shall remain in full force and effect and Landlord shall promptly commence and diligently prosecute to completion the repair and restoration of the Premises. Landlord shall be obligated to restore the Premises if the damage covers less than thirty per cent (30%) of the Premises. If Landlord elects to repair or re-build the Premises but does not complete such repair or rebuilding within twelve (12) months after the adjustment of any insurance loss resulting from the occurrence of such damage or destruction, either Landlord or Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice.

11.2 **Rental Abatement.** If the Premises are rendered totally untenantable but this Lease is not terminated, as aforesaid all Rent shall abate from the date of the fire or other relevant cause or condition until the Premises are ready for occupancy and reasonable accessible to Tenant. If a portion of the Premises is untenantable, Rent shall be prorated on a per diem basis and apportioned in accordance with the portion of the Premises which is usable by the Tenant until the damaged portion(s) are ready for the Tenant's occupancy. In all cases, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's reasonable control. For the purposes of this lease, the Premises shall be considered tenantable so along as and to the extent that the Premises are occupied and used by Tenant for its business. In any event, Tenant shall be responsible for the removal, or restoration, when applicable, of all its damaged property and debris from the Premises, upon request by Landlord or reimburse Landlord for the reasonable cost of removal.

ARTICLE 12. LANDLORD' RIGHTS

12.1 **Reservation of Rights. Landlord reserves the following rights:**

12.1.1 To enter the Premises at any time upon reasonable notice during regular business hours and in a manner not to unreasonably interfere with Tenant's business operations (except that no notice shall be required in the event of an emergency) together with Landlord's employees, agents, repair and maintenance personnel, brokers, potential purchasers, tenant's insurance agents and inspectors, public authorities and others having a legitimate interest in the Premises.

12.1.2 To exhibit the Premises to others and to display "For Lease" signs on the Premises at any time during the last six months of the Term or Renewal Term as the case may be.

12.1.3 To take any and all reasonable measures, including making inspection, repairs, alterations, additions and improvements to the Premises or to the Building as may be reasonably necessary or desirable for the safety, protection or preservation of the Premises or the Building or Landlord's interests, or as may be reasonably necessary or desirable in the operation thereof. In circumstances other than emergency circumstances, any or all of the foregoing shall be performed after reasonable notice to Tenant and in a manner not to unreasonably interfere with Tenant's business operations. Nothing contained in this paragraph shall be deemed to restrict Landlord's rights to make repairs without prior notice to Tenant in emergency circumstances.

Except as otherwise provided above, Landlord may enter upon the Premises at any reasonable time for the purpose exercising any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use of possession and without being liable in a manner to Tenant.

ARTICLE 13. SURRENDER OF POSSESSION: HOLDING OVER

13.1 **Surrender.** At the expiration or earlier termination of the Term of this Lease, Tenant shall surrender to Landlord the Premises, all keys thereto and immediate possession thereof, broom clean and in good order and repair, ordinary wear and tear and damage by fire or casualty or governmental taking excepted. The Premises shall be surrendered free and clear of all mortgages, subleases, licenses, concessions and similar agreements, liens of mechanics, laborers or materialmen and all other liens and encumbrances. If the Premises and possession thereof are not immediately surrendered, no tenancy or interest in the Premises shall result therefrom but such holding over shall be an unlawful detainer and, without prejudice to any other legal remedy available to landlord, Tenant shall, upon demand, pay to Landlord, as liquidated damages a sum equal to twice the amount of the Base Rent as specified herein, for any period during which Tenant or any party claiming under it shall hold the Premises after the Term of this Lease shall have terminated.

13.2 Tenant shall not remove any equipment or any other property of Landlord's located in or on the Premises (including, without limitation, all lighting fixtures and any heating or air conditioning equipment) without Landlord's prior written consent and shall surrender such equipment or property (or replacements thereof) together with the Premises.

13.3 Upon the Expiration Date or any earlier termination of this Lease, Tenant shall remove from the Premises (a) all personal property owned by Tenant (or leased by Tenant from parties other than landlord) and used by Tenant at the Premises in connection with the operation of Tenant's business, including without limitation, inventory, furniture, furnishings, portable cleaning and maintenance equipment, office supplies, and any replacements of or substitutions for any of the foregoing. Any damage to the Premises caused by the removal of any Personal Property shall be promptly repaired at Tenant's expense. Any Personal Property of Tenant remaining at the Premises after the expiration or earlier termination of the Term of this Lese shall, at the option of landlord, become the exclusive property of landlord, or shall be removed, sold or otherwise disposed of by the Landlord oat Tenant's expense.

ARTICLE 14. SIGNS

Tenant may install such signage as designated on the signage diagram annexed hereto as Exhibit "D" with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall be responsible for securing all governmental approvals for the construction of any signs at its own cost and expense.

ARTICLE 15. MORTGAGE AND TRANSFER

15.1 **Landlord's Right to Mortgage and Transfer.** Landlord shall have the unfettered right to transfer mortgage, pledge or otherwise encumber, assign and convey, in whole or in part, the Premises, the Building, this Lease, and all or any part of the rights now or thereafter existing and all rents and amounts payable to landlord under the provisions hereof. Nothing herein contained shall limit or restrict any such rights, and the rights of the Tenant under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such rights including, but not limited to, the lien of Landlord's Mortgage. The provisions of this paragraph shall be self-operative. However, Tenant covenants and agrees to execute and deliver upon demand such further instruments subordinating this Lease to the lien of Landlord's Mortgage as shall be requested by the Landlord and/or Landlord's Mortgagee or proposed mortgagee or holder of any security agreement. Landlord agrees to use its best reasonable efforts to obtain a Subordination, Non-Disturbance and Attornment Agreement from any future mortgagee in form reasonably acceptable to Tenant. The Landlord represents that there is no mortgage on either the Building or the Premises as of the date of execution of the Lease.

15.2 **Estoppel Certificates.** Tenant covenants and agrees promptly to execute and deliver to Landlord, Landlord's Mortgagee or any prospective mortgagee within ten (10) business days of Tenant's receipt, estoppel letters setting forth (i) the date of this lease and any amendments thereto, (ii) the date through which Rent has been paid hereunder, (iii) the amount of any security deposit held by Landlord, if any, (iv) that Tenant is in occupancy of the Premises, (v) that the Lease is in full force and effect, (vi) that landlord is not in default under the Lease and that there are no defenses or offsets against the enforcement thereof, or setting forth such defaults, defenses or offsets claimed by Tenant, and (vii) any other information which Landlord, Landlord's Mortgagee(s) or any prospective mortgagee or purchaser may reasonably require.

15.3 **Leasehold Mortgage and Collateral Assignment.** Tenant shall have the right to grant a leasehold mortgage or collateral assignment of lease to its wholesale grocer or institutional lender in connection with the financing of Tenant's operations and Landlord shall execute any agreements necessary in connection with the granting of a leasehold mortgage or collateral assignment of lease.

ARTICLE 16. EMINENT DOMAIN

16.1 If, at any time during the term of this Lease, title to the whole or materially all of the Property and/or Premises is taken by the exercise of the right of condemnation or eminent domain (hereinafter referred to as the "proceedings") or by agreement between Landlord and those authorized to exercise such right, this Lease will terminate and expire on the date of such taking, all Base Rent provided to be paid by Tenant will be apportioned and paid to the date of such taking, and the total award made in such proceedings will be paid to Landlord. For the purpose of this Article 16, "materially all of the Property and/or Premises" will be deemed to have been taken if, as a result of the taking, the Premises remaining after such taking are not reasonably usable for Tenant's business purposes.

16.2 If, at any time during the term of this Lease, title to less than materially all of the Property and/or Premises is taken as aforesaid (a "Partial Condemnation"), the entire award will be paid to Landlord, and Landlord shall, if feasible, restore the Building and/or Premises to an architecturally and/or functionally complete unit with reasonable promptness, subject to ordinary delays beyond Landlord's control and further provided any Landlord Lender shall permit the application of the award for such restoration, provided that after such restoration the Premises as restored is sufficient to meet Tenant's needs.

If a Partial Condemnation occurs as aforesaid and this Lease continues, the Base Rent will be reduced to an amount equivalent to the proportionate square footage of the Premises. If the Partial Condemnation, in Tenant's or Landlord's reasonable opinion, renders the remainder of the Building unfit for the uses specified herein, either Landlord or Tenant shall have the right to terminate this lease after having given written notice of termination to the other not less than ninety (90) days prior to the date of termination designated in the notice. In either of said events, Rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by either party to the other for the right of termination and the Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking. Nothing in this paragraph shall preclude an award being by such public or quasi-public authority made to Tenant for loss of business or depreciation to the value of the unexpired term of the Lease and cost of removal of equipment or fixtures.

16.3 Tenant further agrees that if, at any time after the date hereof, the whole or any part of the Property and/or Premises is taken or condemned by any competent authority for its temporary use or occupancy (herein a "Taking"), this Lease will not terminate by reason thereof and Tenant will continue to pay, in the manner and at the time herein specified, the full amount of the Base Rent payable by Tenant hereunder, and, except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of Tenant to be performed and observed, as though such Taking had not occurred. In the event of any such Taking (provided no Default has occurred and is continuing), Tenant will be entitled to receive the entire amount of any award made for such Taking applicable to Tenant's rent and property located in the Premises, whether paid by way of damages, rent or otherwise (except that if the award is made in a lump sum, the award will be held by Landlord and paid out to Tenant in equal monthly installments), except that portion of the award attributable to or for restoration, if any, which will be held by and belong to the Landlord, provided, however, if such period of temporary use or occupancy shall extend beyond the expiration date or termination of this Lease such award shall be apportioned between Landlord and Tenant as of such date of expiration or termination of the Term. If the period of temporary use or occupancy ends during the term of this Lease, Landlord will, using that portion of the Temporary Taking award attributable to, or for restoration, restore the Premises as nearly as practicable to the condition of the same immediately prior to the Taking, and if the period of temporary use or occupancy does not end during the Term of this Lease, Landlord will be entitled to the portion of the award that is attributable to restoration of the Premises.

Except as expressly provided in the preceding sections of this Article, Tenant will neither have nor make any claim whatsoever for any award or payment for the Premises or any part thereof, and in any event Tenant shall neither have nor make any claim whatsoever for any award or payment for the value of Tenant's leasehold under this Lease or the value of the unexpired portion of the Term of this Lease. Nothing herein shall preclude Tenant from the right to recover for direct loss of its personal property or trade fixtures or for relocation expenses, if applicable in a separate action instituted by Tenant provided, however, such action shall not reduce the amount of any reward otherwise payable to Landlord.

ARTICLE 17. LANDLORD'S INABIITY TO PERFORM

If by reason of inability to obtain and utilize labor, materials or supplies; circumstances directly or indirectly the result of a state of war or national or local emergency; any laws, rules, orders, regulations or requirements of any governmental authority now or hereafter in force; strikes or riots; accident in, damage to or the making or repair, replacements or improvements to the Premises or any of the equipment thereof; or by reason of any other cause beyond the reasonable control of Landlord or Tenant, Landlord or Tenant, as the case may be, shall be unable to perform or shall be delayed in performance, such non-performance or delay in performance shall not render Landlord or Tenant, as the case may be, liable in any respect for damages to either person or property, constitute a total or partial eviction, constructive or otherwise, cause an abatement of rent or relieve Tenant or Landlord, as the case may be, from the fulfillment of any covenant or agreement contained in this Lease, except for any abatement of Rent expressly provided for herein.

ARTICLE 18. BANKRUPTCY AND INSOLVENCY

18.1 **Bankruptcy.** It is understood and agreed that the following shall apply in the event of the bankruptcy or insolvency of Tenant: If a petition is filed by, or an order for relief is entered against Tenant under Chapter 7 of the Bankruptcy Code and the trustee of Tenant elects to assume this Lease for the purpose of assigning it, such election or assignment, or both, may be made only if all of the terms and conditions of subparagraph 18.1, 18.2, 18.3 and 18.4 below are satisfied. To be effective, an election to assume this Lease must be in writing and addressed to Landlord, and in Landlord's business judgment, all of the conditions hereafter stated, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied. If the trustee fails so to elect to assume this Lease within sixty (60) days after such filing or order, this Lease will be deemed to have been rejected, and Landlord shall then immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee, and this Lease shall be terminated. Landlord's right to be compensated for damages in bankruptcy proceeding, however, shall survive such termination.

18.2 If Tenant filed a petition for reorganization under Chapter 11 of the Bankruptcy Code, or if a proceeding filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 proceeding and Tenant's trustee or Tenant as debtor-in-possession fails to assume this Lease within sixty (60) days from the date of the filing of such petition or conversion, then the trustee or the debtor-in-possession shall be deemed to have rejected this Lease. To be effective, any election to assume this Lease must be in writing addressed to Landlord and, in Landlord's business judgment, all of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied:

(1) The trustee or the debtor-in-possession has cured or has provided to Landlord adequate assurance, as defined in this subparagraph, that:

(a) It will cure all monetary defaults under this Lease within ten (10) days from the date of assumption; and

(b) It will cure all non-monetary defaults under this Lease within thirty (30) days from the date of assumption; and

(2) The trustee or the debtor-in-possession has compensated Landlord, or has provided Landlord with adequate assurance, as hereinafter defined, that within ten (10) days from the date of assumption, Landlord will be compensated for any pecuniary loss it has incurred arising from the default of Tenant, the trustee, or the debtor-in-possession, as recited in Landlord's written statement of pecuniary loss sent to the trustee or debtor-in-possession.

(3) The trustee or the debtor-in-possession has provided Landlord with adequate assurance of the future performance of each of Tenant's obligations under this Lease; provided, however, that:

(a) From and after the date of assumption of this Lease, it shall pay all monetary obligations, including the Base and Additional Rent payable under this lease in advance in equal monthly installments on each date that such Rents are payable.

(b) It shall also deposit with Landlord, as security for the timely payment of Rent, an amount equal to two (2) months' Base Rent and other monetary obligations payable under this Lease;

(c) If not otherwise required by the terms of this Lease, it shall also pay in advance, on each day that any installment of Base Rent is payable, one-twelfth of Tenant's other obligations under this lease, if any; and

(d) The obligations imposed upon the trustee or the debtor-in-possession will continue for Tenant after the completion of bankruptcy proceedings.

(4) For purposes of this subparagraph, "adequate assurance" means that:

(a) Landlord reasonably determines that the Tenant, trustee or the debtor-in-possession has, and will continue to have, sufficient unencumbered assets, after the payment of all secured obligations and administrative expenses, to assure landlord that the trustee or the debtor-in-possession will have sufficient funds timely to fulfill Tenant's obligations under this Lease and to keep the Premises properly staffed with sufficient employees to conduct a fully operational, actively promoted business in the Premises; and

(b) An order shall have been entered segregating sufficient cash payable to Landlord and/or valid and perfected first lien and security interest shall have been granted in property of Tenant, trustee, or debtor-in-possession which is acceptable in value and kind to Landlord, to secure to Landlord the obligation of Tenant, trustee or debtor-in-possession to cure all monetary and non-monetary defaults under this Lease within the time periods set forth above.

18.3 In the event this Lease is assumed by a trustee appointed for Tenant or by Tenant as debtor-in-possession under the provisions of subparagraph 18.2 above and, thereafter, Tenant is either adjudicated a bankrupt or files a subsequent petition for arrangement under Chapter 11 of the Bankruptcy Code, then Landlord may, at its option, terminate this Lease and all the Tenant's rights under it, by giving written notice of Landlord's election so to terminate.

18.4 If the trustee or the debtor-in-possession has assumed this Lease, pursuant to subparagraph 18.1 or 18.2 above and desires to assign or to elect to assign Tenant's interest under this Lease or the estate created by that interest to any other person, such interest or estate may be assigned only if the intended assignee has provided adequate assurance of future performance, as defined in this subparagraph 18.4 of all of the terms, covenants and conditions of this Lease. For the purposes of this subparagraph 18.4, "adequate assurance of future performance" means that Landlord has ascertained that each of the following conditions has been satisfied:

(1) The assignee has submitted a current financial statement, audited by a certified public accountant, which shows a net worth and working capital in amounts reasonably determined by Landlord to be sufficient to assure the future performance by the assignee of the tenant's obligations under this Lease; and

(2) If reasonably requested by Landlord, the assignee will obtain guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy landlord's standards of credit worthiness; and

(3) Landlord has obtained consents or waivers from any third parties which may be required under any lease, mortgage, financing arrangement, or other agreement by which Landlord is bound, to enable Landlord to permit such assignment.

18.5 When, pursuant to the Bankruptcy Code, the trustee or the debtor-in-possession is obligated to pay reasonable use and occupancy charges for the use of all or part of the Premises, it is agreed that such charges will not be less than the Base Rent as defined in this Lease, plus additional rent and other monetary obligations of Tenant included herein.

18.6 Neither Tenant's interest in this Lease nor any estate of Tenant created in this Lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, nor otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant, unless Landlord consents in writing to such transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person or other entity will not be deemed to have waived, or waive, either the requirement of Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

ARTICLE 19. SECURITY DEPOSIT

Tenant shall deposit with Landlord cash or security satisfactory to Landlord equal to one (1) month total Rent.

ARTICLE 20. COMPLETION AND ACCEPTANCE OF PREMISES, MAINTENANCE AND CARE

20.1 **Maintenance and Repair by Tenant.**

Tenant shall be responsible for all non-structural repairs, replacement and maintenance to the interior of Premises of whatever kind or nature, including repairs to the heating, ventilation, air conditioning systems, sprinkler system and all life safety apparatus. Tenant shall use Landlord's HVAC contractor and sprinkler contractor so long as the cost of these contractors is comparable to other similar contractors. Tenant shall take good care of the Premises and fixtures and keep them in good repair and free from filth, overloading, danger of fire or any pest or nuisance, and repair and/or replace any damage or breakage done by Tenant or Tenant's agents, employees, or invitees, including damage done to the Building by Tenant's equipment or installations. Landlord shall maintain all structural elements of the Buildings, the parking areas, driveways and any landscaped areas adjacent to the Premises. Tenant shall be responsible for the repair and replacement of all glass and plate glass on the Premises. At the end of the term of this Lease or any renewal hereof, Tenant shall quit and surrender the Premises broom clean in as good condition as when received by Tenant, normal wear and tear excepted.

ARTICLE 21. ALTERATIONS AND ADDITIONS, MECHANICS' LIENS

21.1 **Alterations and Additions.** Tenant shall not make any alterations, improvements, or additions to the Premises without the prior written consent and approval of plans therefor by Landlord, which consent shall not unreasonably be withheld or delayed; provided, however, Landlord has agreed that Tenant may make such alterations as set forth on any Plans provided by Tenant and previously submitted to Landlord and approved by Landlord. Landlord agrees that all alterations made by Tenant as of the date hereof may be surrendered upon expiration of the term and Landlord shall not require such existing alterations and improvements to be removed upon expiration of the term hereof. Alterations, improvements or additions so made by either of the parties upon the Premises, except moveable furniture, machinery, goods, furniture, personal property, trade fixtures and equipment placed in the Premises at the expense of Tenant, shall be and become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation, injury or damage, unless Landlord elects to require Tenant to remove such alterations or improvements from the Premises. In the event damage to the Premises or the Building shall be caused by moving said furniture and equipment in or out of the Premises, said damage shall be promptly repaired at the cost of Tenant.

21.2 **Non-Structural Alterations.** Anything to the contrary contained in the preceding subparagraph notwithstanding, Tenant may make interior non-structural alterations within the Premises without Landlord's consent provided that the cost of such alterations do not exceed One Hundred Thousand ($100,000) Dollars in any one (1) calendar year.

21.3 **Tenant's Architect.** Each structural change or alteration shall be made under the supervision of an architect or engineer selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld or delayed; and shall be made in accordance with detailed plans and specifications prepared by such architect or engineer. Copies of all such plans and specifications shall be delivered by Tenant to Landlord, and shall be subject to Landlord's prior approval.

21.4 **Types of Alterations.** For the purposes of this Section 21, the term "change or alteration" shall include the construction of any replacement building for any existing building located on the Premises, the construction of any additional buildings or improvements thereon, all future demolitions of the whole or any part of any building or improvement now or hereafter erected upon the Premises, all excavations at any time made or to be made in, on or about the Premises, and all repairs, replacements, renewals, alterations, changes, additions, betterments, improvements, restorations and buildings made in, on, or about the Premises, to the extent performed by or on behalf of Tenant.

21.5 **Requirements for Alterations.** Tenant covenants and agrees that no change or alteration will be made except in compliance with, and Tenant hereby covenants with, each and all of the following provisions:

21.5.1 All changes and alterations shall be made with reasonable diligence and dispatch (subject to unavoidable delays) in a good and workmanlike manner and with first class materials and workmanship.

21.5.2 Before any changes or alterations are begun, Tenant shall procure, at its own sole cost and expense, all necessary licenses, permits, approvals and authorizations from all governmental agencies including but not limited to the City of New Brunswick. Upon Tenant's request, Landlord shall join in the application for such licenses, permits, approvals and authorizations whenever such action is necessary.

21.5.3 All changes and alterations shall be made in compliance and conformity with all applicable Laws and with all applicable licenses, permits, authorizations and approvals of all governmental agencies, as well as those of the National and Local Boards of fire Underwriters, or any other body or bodies exercising similar functions, including the New Jersey Statute on prevailing wages.

21.5.4 In making changes and alterations, Tenant shall not violate the terms or conditions of any insurance policy affecting or relating to the Premises.

21.5.5 Promptly after the completion of any changes or alterations, Tenant shall procure, at Tenant's sole cost and expense, all such approvals by appropriate governmental organizations and insurance organizations as may be required, and on written demand, shall promptly deliver photocopies thereof to Landlord.

21.5.6 No changes or alterations shall be made which would render title to the Premises or any part thereof unmarketable, or which would reduce the value of the Premises below the value thereof immediately prior thereto.

21.5.7 Following the completion of all such work or alterations, Tenant shall deliver to Landlord proper waivers of the right to file mechanic's liens from all contractors, subcontractors or materialmen to be employed in connection with such changes and alterations.

21.5.8 Tenant shall maintain in force (and require its contractors and subcontractors to take out and maintain in force) Workers Compensation and public liability insurance in amounts which Landlord may reasonable require, naming Landlord as an additional party insured with respect to such liability insurance policies and deliver certificates of such insurance to Landlord prior to commencement of any work.

21.5.9 **Tenant's Contractor's Insurance.** Tenant shall require any contractor, agent, or environmental engineer of Tenant performing work on the Premises (each a "Tenant's Contractor") to take out and keep in force, at no expense to Landlord:

a) Commercial general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage (naming Landlord Insureds (as defined in Paragraph 24.1.1, below, their respective agents, employees and any additional parties designated by Landlord as additional insureds), to afford protection to the limit, for each occurrence, of not less than Three Million Dollars ($3,000,000) with respect to personal injury or death, and One Million Dollars ($1,000,000) with respect to property damage; and

b) Worker's compensation insurance containing statutory limits covering Tenant's contractor's employees and business operations within any statutory jurisdictions that may apply, as well as employer's liability insurance providing coverage of not less than One Million ($1,000,000.00) Dollars each accident, One Million ($1,000,000.00) Dollars bodily injury by disease each employee and One Million ($1,000,000.00) Dollars bodily injury by disease policy limit (in each case using any combination of primary and umbrella insurance; provided, however, that if an umbrella policy is used, Tenant must provide Landlord with evidence that such coverage is on a follow-form basis); and

c) Automobile insurance coverage (any auto) will be the responsibility of the contractor during the course of the work, with limits of not less than Three Million Dollars ($3,000,000) per occurrence (using any combination of primary and umbrella insurance; provided, however, that if an umbrella policy is used, Tenant must provide Landlord with evidence that such coverage is on a follow-form basis).

d) Property insurance on a replacement value basis to cover Tenant's Contractor's tools, forms and other owned or rented personal property that may be brought to the Premises.

e) Adequate insurance covering any other risks incident to compliance by Tenant's Contractor with its obligations regarding all applicable Environmental Laws, as defined in Article 26, below.

f) Tenant shall cause Tenant's Contractor to deliver current certificates evidencing the foregoing coverages to be delivered prior to the commencement of any work, and to maintain such certificates throughout the course of such work. Insurance provided by Tenant's Contractor pursuant to this section shall further meet the requirements applicable to Tenant's insurance under Article 24 hereof.

g) Tenant shall further require its contractors to waive subrogation in favor of the Landlord Insureds.

h) All insurance required to be provided by Tenant's Contactor above shall be primary insurance and not contributing with other insurance Landlord may carry.

21.5.10 Tenant shall reimburse Landlord for all reasonable fees and expense of architects, engineers and attorneys employed by Landlord in connection with the review or approval of any plans, agreements or documents in connection with any structural changes or structural alterations.

21.6 **No Cost to Landlord.** Except as specifically provided for herein, Landlord shall not be required to make any contribution to the cost of any changes or alterations or any part thereof, and Tenant covenants that Landlord shall not be required to pay any cost, expense or liability arising out of or in connection with or by reason of any changes or alterations.

21.7 **Mechanic's Liens.** Tenant shall not cause nor permit any mechanic's liens or other liens to be placed upon the Premises or the Building and in case of the filing of any such lien or claim therefor, Tenant shall promptly discharge same within thirty (30) days; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien provided Tenant has posted security with Landlord, which security, in landlord's reasonable judgment, must be adequate to pay and discharge any such lien in full plus landlord's reasonable estimate of its legal fees. Tenant agrees to pay all reasonable legal fees or disbursements and other costs incurred by Landlord because of any mechanic's or other liens attributable to Tenant being placed upon the Premises or the Building.

21.8 **Façade Installation.** Tenant shall have the right to install a new façade and storefront in accordance with the plans annexed as Exhibit "D". Landlord agrees that it shall reimburse Tenant for one half the cost of the façade installation, limited to One Hundred Fifty Thousand ($150,000.00) Dollars within thirty days following receipt of proof of the cost thereof and the completion of the installation of the new façade and relocation of the office.

ARTICLE 22. DEFAULT AND REMEDIES

22.1 **Defaults.** Any one or more of the following events shall be deemed a "Default' or collectively "Defaults"

22.1.1 Tenant shall at any time fail to pay punctually and in full any item of Rent within five (5) days after written notice of such failure from Landlord; and

22.1.2 Tenant shall fail to keep, perform or observe any other covenant, agreement, condition or undertaking hereunder and shall fail to remedy such default within thirty (30) days after written notice thereof has been mailed by Landlord to Tenant; or if such default is one that will take longer than thirty (30) days to remedy, Tenant fails to commence curing such default within thirty (30) days and/or fails diligently to pursue such cure to completion.

22.1.3 If either (a) a proceeding is commenced on a petition for relief filed by or against Tenant (as debtor) under any debtor relief law which validity is not contested or opposed by Tenant, which is not vacated, stayed or dismissed within thirty (30) days thereafter; or (b) Tenant should seek or consent to an acquiescence in the appointment of any trustee, receiver or liquidator of Tenant, as to any substantial portion of its assets or of the business conducted by Tenant in the Premises; or (c) within sixty (60) days after the appointment of any trustee, receiver or liquidator of Tenant or of the business conducted by Tenant at the Premises, such appointment shall not have been vacated or stayed on appeal; or (d) Tenant shall make an assignment for the benefit of creditors; or (e) Tenant shall admit in writing its inability to pay debts generally as they become due; or (f) Tenant shall become insolvent (as defined in the New Jersey Uniform Commercial Code).

22.1.4 If Tenant shall do or permit anything to be done which effects a lien on the Premises or this Lease or the Rents due under this Lease or the leasehold created thereby, except as otherwise provided herein.

22.1.5 Tenant shall abandon the Premises or vacate the Premises prior to the expiration of the Term hereof for a period of ninety (90) days consecutive days (the fact that any of Tenant's property remains in the Premises shall not be evidence that Tenant has not vacated or abandoned the Premises) or if Tenant fails to have the Premises occupied to the extent necessary to maintain fire insurance coverage;

22.1.6 Tenant shall suffer or permit any execution, attachment or other similar process to issue against or affect a substantial portion of its property or assets which execution, attachment or other similar process shall have remained unsatisfied or undismissed for ninety (90) days after its issuance, or suffer or permit the Premises to be taken and/or occupied or attempted to be taken and/or occupied by one other than Tenant or a taking authority;

22.1.7 Tenant shall assign its interest in this Lease, sublet, lease or permit the Premises to be occupied by someone other than Tenant, except as herein provided;

22.1.8 Tenant shall discontinue the conduct of its business in the Premises;

22.1.9 Tenant shall fail to continuously operate and use the Premises as provided for in Section 5.1 hereinabove except as resulting from, or necessitated by, any casualty, condemnation, legal requirements, changes or force majeure; or

22.1.10 Tenant shall fail to maintain insurance in accordance with the terms of this Lease and such failure shall have continued for ten (10) days after written notice thereof from Landlord to Tenant.

22.1.11 In the event of a Default by Tenant, in addition to (and not by way of limitation of) any other remedies Landlord may have under this Lease or otherwise, Landlord shall have the right to terminate this Lease and the Term hereof by giving written notice thereof to Tenant specifying the Default and stating the date on which this Lease and the Term of this Lease shall be terminated, which date shall be at least ten (10) business days after the giving of such notice. Upon the date specified in such notice, the Term and the leasehold estate hereby granted to Tenant and all other rights of Tenant under this Lease shall expire and terminate as fully and with like effect as if the date so specified were the date herein originally fixed as the expiration date of the Term, and Tenant shall vacate the Premises on or before such date, leaving same in the condition in which they are required to be left at the end of the Term, but Tenant shall remain liable under this Lease as provided herein.

22.2 In addition, Landlord may, upon any such Default, whether or not this Lease has been terminated and without prejudice to any other remedy or right of action which Landlord may have for rent or other breach of contract:

(a) Re-enter and take possession of the Premises or any part thereof and expel or remove Tenant, its agents, employees, servants, licensees, permittees and any subtenants or assignees and all or any of its or their property from the Premises and have possession and enjoyment of the foregoing either by summary dispossess proceedings or by any suitable action or proceeding at law and without any liability for damages or prosecution therefrom, it being understood that no demand for the Rent due hereunder, no re-entry for conditions broken and no notice to quit or other notice prescribed by law shall be necessary to enable Landlord to recover such possession of the Premises together with all additions, alterations and improvements, any such rights being hereby expressly waived by Tenant;

(b) Re-let the Premises or any part thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such condition (which may include concessions) and for such uses, as Landlord, in its absolute and uncontrolled discretion, may determine, and collect and receive the rents thereof. However, Landlord shall not be required to prefer the reletting of the Premises to other vacant space in the Building;

(c) Re-enter the Premises and without further demand or notice proceed to distrain and sell the goods, chattels and personal property therein found and to levy the Base Rent and Tenant shall pay all costs and other charges which shall immediately attach and become part of the claim of Landlord, and any tender of rent without said costs and charges made, after the issuance of a warrant of distraint, shall not be sufficient to satisfy the claim of Landlord.

22.3 Notwithstanding any termination of this Lease or re-entry upon the Premises by Landlord an in addition to and without limiting Landlord's right to other damages, Tenant, in addition the damages set forth below, shall remain liable to Landlord for damages for breach of Tenant's covenants under this Lease in an amount equal to the Fixture Obligation for the one hundred and twenty-six (126) month period set forth in Section 4.3 hereof as if this Lease had not been terminated or such re-entry made. In addition, Tenant shall remain liable to Landlord for damages in an amount computed as follows: (a) Base Rent and any adjustments and additions thereto which are then due and owing and which would be payable hereunder for the balance of the Term as if this Lease had not been terminated or such re-entry made; plus (b) all other sums and charges which are due and owing and which would be payable for the balance of the Term as if this Lease had not been terminated or such re-entry made; plus (c) all costs and expenses incurred by Landlord in connection with Tenant's Default and any reletting of the Premises, including without limitation, (i) costs of retaking and repossessing the Premises (including the removal of persons and property therefrom), restoring the Premises to good order and condition, altering and otherwise preparing the same for reletting (without regard to whether such alterations may be characterized as capital improvements), the unamortized portion of any rental concessions, Tenant fit-out, rent abatement, broker's fees and attorneys' fees (treated as if amortized over the initial Term hereof) and for all other reasonable costs and expenses incurred in securing a new tenant or tenants; (ii) brokers' commissions and advertising expenses, and (iii) attorneys' fees, costs and expenses less (d) all rent actually received by Landlord during the remainder of the Term from any tenant to which the Premises are re-let (and Landlord agrees to use reasonable efforts to re-let the Premises).

22.4 **Other Remedies of Landlord.** Landlord has the right to treat such default as an anticipatory breach of this Lease and, as liquidated damages for such default, be entitled to the difference, if any, at the time of such termination for anticipatory breach represents the then present worth (computed at six (6%) percent per year) of the excess aggregate rents and additional rents payable hereunder that would have accrued over the balance of the Lease Term including extensions, had such term not been prematurely terminated, over the aggregate market rental value of the Premises over the term (including extensions) that the Lease would have run had it not been prematurely terminated.

22.5 **Landlord's Rights to Cure.** Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all reasonable costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much Additional Rent due on the next rent date after such payment, together with interest at the rate equal to the prime rate of interest from the date of the advance to the date of repayment by Tenant to Landlord.

22.6 **Remedies Cumulative.** All rights and remedies provided in this Lease for the protection of Landlord shall be cumulative and in addition to any other rights and remedies provided by law.

22.7 **No Waiver.** A waiver by Landlord or Tenant of a breach or default by the other, under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord or Tenant to assert any breach or to declare a default by the other shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

22.8 **No Reinstatement.** No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

ARTICLE 23. LIENS

Tenant shall not create or permit to be created or to remain, any mortgage, security agreement, conditional bill of sale, chattel mortgage or otherwise, which might or does constitute a lien, encumbrance or charge upon the Premises, or any part thereof, having a priority or preference over or ranking on a party with the estate, rights or interest of Landlord in the

Premises or any part thereof, or this Lease. Landlord waives any lien, including statutory liens on any of Tenant's personal property. Tenant is permitted to create and maintain security agreements, conditional bill of sales and chattel mortgages on its personal property and lease in favor of its wholesale grocer or an institutional lender.

ARTICLE 24. INSURANCE

24.1 **Required Coverage.** Tenant shall carry, or cause to be carried, at its sole cost and expense, at all times during the Term of this Lease, the following types and amounts of insurance:

24.1.1 Commercial general liability insurance and property damage insurance written on an occurrence basis, naming NBPA, the City of New Brunswick, and New Brunswick Development Corporation and Ferren Urban Renewal Associates, LLC ("FURA") (the "Landlord Insureds"), and their respective agents and employees, as additional insureds, including such additional interested parties as Landlord may, from time to time, designate, under policies issued by insurers of recognized responsibility having a combined single limit for any one (1) occurrence of not less than One Million Dollars ($1,000,000) per occurrence (using any combination of primary and umbrella insurance; provided, however, that if an umbrella policy is used, Tenant must provide Landlord with evidence that such coverage is on a follow-form basis) for personal injury, bodily injury, death, disease and damage or injury to or destruction of property (including the loss of use thereof) occurring upon, in, or about the Premises and for: products liability; liability relating to the sale or distribution or on-site or off-site consumption of food and/or beverages in the Premises (if such is a permitted use of the Premises hereunder); punitive damages awarded by virtue of the conduct of Tenant (to the full extent insurable and reasonably available) and broad form contractual liability assumed under this Lease. The certificate of insurance evidencing such policy must evidence that the limits of Tenant's liability insurance required hereunder apply solely to the Premises and not to other locations. Tenant shall also maintain such other insurance in form and amount as Landlord may reasonably require. Under a policy of commercial general liability insurance, Tenant must obtain an endorsement which applies the aggregate limits separately to the Premises (ISO Endorsement CG-25-05-11-85, Amendment-Aggregate Limits of Insurance [per location] or an equivalent endorsement satisfactory to Landlord).

24.1.2 All-risk fire and extended coverage insurance on a repair and replacement basis and in form and amount satisfactory to Landlord on all improvements to the Premises, naming Parking Authority of the City of New Brunswick and their respective agents and employees as loss payees. Tenant also agrees to carry such all risk insurance in form and amount satisfactory to Landlord on Tenant's trade fixtures, furnishings, wall covering, carpeting, equipment and all other items of personal property of Tenant located on or within the Premises, including, but not limited to Boiler and Machinery coverage for the Premises HVAC system.

24.1.3 Worker's compensation insurance containing statutory limits covering Tenant's employees and business operations within any statutory jurisdictions that may apply, as well as employer's liability insurance providing coverage of not less than One Million ($1,000,000.00) Dollars each accident, One Million ($1,000,000.00) Dollars bodily injury by disease each employee and One Million ($1,000,000.00) Dollars bodily injury by disease policy limit (in each case using any combination of primary and umbrella insurance; provided, however, that if an umbrella policy is used, Tenant must provide Landlord with evidence that such coverage is on a follow-form basis).

24.1.4 Plate glass insurance in the amount of the reasonable replacement cost of all plate glass on the Leased Premises.

24.1.5 Business interruption insurance in an amount equal to one (1) year's loss of gross earnings and the extra expense that could result from the cessation of the business conducted by Tenant at the Premises.

24.1.6 Automobile insurance coverage (any auto) with limits of not less than One Million Dollars ($1,000,000) per occurrence (using any combination of primary and umbrella insurance; provided, however, that if an umbrella policy is used, Tenant must provide Landlord with evidence that such coverage is on a follow-form basis).

24.1.7 If alcoholic beverages are sold on the Premises, a policy of liquor liability insurance in the name, and for the benefit of, the Landlord Insureds and their respective designees and Tenant insuring same against any liability to persons and/or property and/or death of any persons based on any statute, law or regulation providing for dram shop liability. The limits of such insurance shall not be less than $5,000,000.00.

24.1.8 An umbrella policy providing coverage on a follow-form basis to the general liability, auto liability and employer liability policies above (except for the per-location requirement) and with a limit of not less than Five Million Dollars ($5,000,000).

24.1.9 Such other insurance or increased limits as Landlord may reasonably require from time to time.

24.1.10 Landlord will obtain or cause to be obtained any and all insurance coverage in connection with the use and operation of the Property, which will include, but not be limited to: fire and casualty at full replacement value; comprehensive general liability insurance with limits of not less than $1,000,000.00 combined single limit through any combination of primary and excess coverages; workmen's compensation at no less than the statutory requirement; employer's liability; difference in conditions; and any and all other insurance, including boiler and machinery insurance, as Landlord shall require to protect adequately the interest of Landlord against risks afforded by such insurance coverage.

24.2 **Waiver of Subrogation.** Tenant and Landlord Insureds each waive any claim they might have against the other for any injury to or death of any person or damage to or theft, destruction, loss, or loss of use of any property in connection with this Lease, the Premises, the Property and/or the Common Areas (each, a "Loss"), to the extent the other party is required hereunder to be insured against under any insurance policy required under the terms hereof (inclusive of any self-insurance and/or deductible amounts), regardless of whether the negligence of such party caused the Loss. Tenant and Landlord shall each cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other. Such release and waiver shall include any such risk as to which a party elects to self-insure, in whole or in part, by virtue of any applicable deductible provisions of any insurance coverage or otherwise. Moreover, Tenant expressly waives and releases Landlord from any claim for any loss or damage to its business, contents, fixtures and/or property, whether or not such loss or damage results from the negligence of Landlord, its agents, officers, employees and/or invitees. If the release of Landlord as set forth in this Section contravenes any law with respect to exculpatory agreements, the liability of Landlord will not be deemed released but will be secondary to the other's insurer.

24.3 **Policy-Requirements.** All insurance provided by tenant pursuant to this Article 24 shall be (i) effected under valid and enforceable policies, in such form, in such amounts, with such deductibles, and upon such other terms and conditions as may from time to time be reasonably satisfactory to Landlord, and (ii) issued by insurance companies with general policy holder's ratings of A- or better as rated in the most current available A.M. Best Company insurance reports, and licensed to do business in New Jersey and authorized to issue such policy or policies. Within thirty (30) days prior to the earlier of (i) Tenant, its contractors, agents, and/or employees entering the Premises or (ii) the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration dates of the insurance policies theretofore furnished pursuant to this Article 24, originals or duplicate originals of such policies, together with a copy, certified to be a true copy by the insurance company, of the endorsement which adds the Landlord Insureds and any other parties required herein as additional named insureds accompanied by evidence satisfactory to Landlord of the renewal thereof and payment of premiums, shall be delivered by Tenant to Landlord. All such insurance will be primary insurance not contributing with other insurance Landlord or its contractor and/or construction manager may carry.

24.4 **Additional Insureds.** All policies of insurance provided for or contemplated by this Article 24, other than Tenant's worker's compensation policy, shall name Tenant and the Landlord Insureds, their respective agents and employees, Landlord's property manager and, if required, any Landlord Lender or assignee or designee of Landlord, and any other additional interested parties as Landlord may, from time to time, designate, as the insureds or additional insureds, as their respective interests may appear.

24.5 **Required Clauses.** All policies of insurance provided for in this Article shall contain clauses or endorsements to the effect that (a) no act or negligence of one party hereto, or of anyone acting for such party, or of any sublessee, licensee, invitee, guest or agent of such party, which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as the other party or an assignee of such other party are concerned; (b) such policies shall not be modified or cancelled without at least thirty (30) days' prior written notice to Landlord; (c) any loss payment (except those with respect to worker's compensation insurance or liability insurance covering the property of Tenant or loss to Tenant's inventory) will be payable to Landlord as well as Tenant or, as additional insureds, as their respective interests may appear; (d) any loss payment from any business interruption insurance carried by Tenant shall be payable to Tenant except as may be otherwise designated by Landlord for the payment of Base Rent due; and (e) the coverage afforded thereby will not be affected by the performance of any work in, on or about the Premises. Notwithstanding the language of clause (c), Tenant shall have title to any loss payments relating to Tenant's equipment or personalty.

24.6 **Claims Made Policies.** Tenant shall not obtain any insurance through policies written on a "claims made" basis.

24.7 **Non-Liability of Landlord for any premium.** Neither Landlord nor any of its mortgagees shall be liable for any premium owed by Tenant pursuant to this Section.

24.8 **Certificates and Copies of Policies.**

24.8.1 Tenant shall cause current certificates regarding all of the policies required by Section 24.1 and all of Tenant's Contractor's policies required by Paragraph 21.5.9, to be delivered to Landlord and/or Landlord's Mortgagee at least five (5) days before Tenant or Tenant's Contractor enters upon the Premises.

24.8.2 If Tenant is prohibited from entering the Premises due to its failure to comply with the insurance requirements of this Lease, the Commencement Date of the Lease, the delivery of the Premises to Tenant and Tenant's obligation to pay Rent will not be delayed.

24.8.3 Except as provided in Paragraph 24.8.1, above, Tenant shall cause current certificates regarding any of the policies listed in Section 24.1, when same have been either newly issued, modified or renewed, to be delivered to Landlord and/or Landlord's Mortgagee within ten (10) days after said issuance, modification or renewal.

24.8.4 Within thirty (30) days prior to the earlier of (i) Tenant, its contractors, agents, and/or employees entering the Premises or (ii) the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration dates of the insurance policies theretofore furnished pursuant to this Article 24, originals or duplicate originals of such policies, together with a copy, certified to be a true copy by the insurance company, of the endorsement which adds the Landlord Insureds and any other parties required herein as additional named insureds accompanied by evidence satisfactory to Landlord of the renewal thereof and payment of premiums, shall be delivered by Tenant to Landlord.

24.9. Blanket Policies. Any insurance required of Tenant under this Article 24 may be effected by a blanket or multi-peril or all-risk policy or policies issued to Tenant or to any person with which Tenant is affiliated, and covering the Premises as well as other properties owned by or leased to Tenant or affiliated person, provided that (a) such policy or policies shall be satisfactory to and approved by Landlord and shall comply in all respects with the provisions of this Lease and (b) the amount of insurance allocated thereunder to Tenant's property located in the Premises shall be specified either in such policy or policies or in an endorsement thereto and shall equal the amounts required under this Lease.

24.10. Landlord Purchase. At Landlord's option, Landlord may elect to obtain for itself any or all of the forms of insurance required to be obtained by Tenant or Tenant's Contractor if Tenant or Tenant's Contractor fails to procure same. In the event Landlord shall so elect after prior notice to Tenant of its intention to do so, Tenant shall reimburse Landlord upon demand for the cost of all insurance so obtained by Landlord with interest as set forth in Section 7.1 plus an administrative fee of Five Hundred Dollars ($500.00) to compensate Landlord for procuring such insurance.

24.11. Indemnification of Landlord. Tenant shall indemnify and defend Landlord, its employees and agents and save them harmless from and against any and all loss (including loss of rents payable by Tenant) and against all claims, actions, damages, liability and expense in connection with loss of life, bodily and personal injury or damage to the Building arising from any occurrence in, upon or at the Premises or any part thereof, except to the extent that such liability, claims, damages and expenses are caused by Landlord's, its employees, or agents acts, omissions or negligence by Landlord, its employees or agents. Tenant assumes all risks of and Landlord shall not be liable for injury to person or damage to property resulting from the condition of the Premises or from the bursting or leaking of any and all pipes, utility lines, connections, or air conditioning or heating equipment in, on or about the Premises, or from water, rain or snow which may leak in, on or about the Premises, or from water, rain or snow which may leak into, issue or flow from any part of the Building except if due to the acts, omissions or negligence of Landlord, its employees or agents. In case Landlord, or its employees or agents shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall indemnify, defend and hold them harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by them or such managing agent in connection with such litigation, such defense to be by an attorney selected by Tenant, subject to Landlord's reasonable approval.

ARTICLE 25. EXCULPATION

25.1 If the Landlord is a corporation, a governmental entity, an individual, a joint venture, a tenancy in common, a co-partnership, an unincorporated association, or other unincorporated aggregate of individuals (all of which are referred to below, individually and collectively, as an "unincorporated owner") then, anything elsewhere to the contrary notwithstanding, Tenant shall look solely to the estate and property of such unincorporated owner in the Premises and Building for the satisfaction of Tenant's remedies for the collection of a judgment (or judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of such unincorporated owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

ARTICLE 26. TENANT ENVIRONMENTAL

26.1 Tenant shall during the Term, at its sole cost and expense, strictly observe, comply with and fulfill all of the applicable terms and provisions of all environmental laws affecting Tenant's use of the Premises, including, without limitation, the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. ("ISRA"), the Spill Compensation and Control Act, N.J.S.A.58:10-23.11 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601 et seq. (1983), the Superfund Amendments and Reauthorization Act of 1986, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. and 33 U.S.C. 1342 et seq., the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6901 et seq., or the Safe Drinking Water Act, 14 U.S.C. 1401-1450, the Toxic Substances Control Act, 15 U.S.C. 2601-2629, the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Resource Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6902 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., as such acts may be amended or replaced from time to time, or any regulation or rule promulgated under any of the foregoing, or any other local, state or federal regulation, rule, law or ordinance in existence on the date hereof or hereinafter enacted or promulgated relating in any way to any Hazardous Substances (all of the foregoing, as the same may be amended, replaced, enacted or promulgated from time to time being hereinafter referred to as "Environmental Laws"). Tenant shall, at its sole cost and expense, promptly remedy any violation of any Environmental Laws occurring during the Term affecting the Premises and caused by Tenant's use of the Premises and promptly cause the removal of any liens against the Premises by reason of any such violation.

26.2 Tenant shall not, in violation of any applicable Environmental Laws, cause or permit to exist, during the Term hereof, whether as a result of an intentional or unintentional act or omission of Tenant, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of a Hazardous Substance onto the Premises, onto any land adjacent to the Premises or into waters of the State of New Jersey or onto the lands from which such waters might flow or drain into, or into waters outside the jurisdiction of the State of New Jersey, where damage may result to the lands, waters, fish, shell fish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey. If any of the foregoing is caused or permitted by Tenant, Tenant shall promptly rectify the same by clean-up or otherwise in accordance with the provisions of all applicable law and with the approval of the appropriate governmental authority, if required by law.

26.3 In the event that there shall be filed a lien against the Premises or any portion thereof by the New Jersey Department of Environmental Protection ("DEP"), the United States Environmental Protection Agency ("EPA") or any other governmental authority having jurisdiction over the Premises pursuant to and in accordance with the provisions of any Environmental Laws arising from an intentional or unintentional act or omission of Tenant occurring during the Term, resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of Hazardous Substances onto the Premises, onto any land adjacent to the Premises or into the waters of the State of New Jersey or onto lands from which such waters might flow or drain into, then Tenant shall, within sixty (60) days from the date that Tenant is given notice that the lien has been placed against the Premises or within such shorter period of time in the event that the State of New Jersey or any other appropriate governmental authority has commenced steps to cause the Premises or any portion thereof to be sold pursuant to the lien, either (i) pay the claim and remove the lien from the Premises or any portion thereof or (ii) furnish (x) a bond reasonably satisfactory to Landlord in the amount of the claim out of which the lien arises, (y) a cash deposit in the amount of the claim out of which the lien arises, or (z) other security reasonably satisfactory to Landlord in an amount sufficient to discharge the claim out of which the lien arises. The posting or a bond, cash deposit or other security shall not limit the right of Tenant to contest the lien claim to the extent permitted by law.

26.4 Tenant shall promptly notify Landlord if Tenant receives actual notice of any lien that attaches to any revenues or any personal property owned by Tenant and located in the Premises, pursuant to and in accordance with the provisions of any Environmental Laws as a result of any intentional or unintentional act or omission of Tenant or any previous owner and/or operator of the Premises, resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances onto said Premises.

26.5 Tenant shall promptly notify Landlord if Tenant receives a summons, citation, directive, letter or other communication, written or oral, from the DEP, the EPA or any other governmental agency having jurisdiction over the Premises concerning any intentional or unintentional action or omission on Tenant's part occurring during the Term resulting in the releasing, spilling, pumping, emitting, emptying or dumping of Hazardous Substances in violation of any Environmental Laws from or on the Premises or otherwise in connection with the presence of any Hazardous Substances or the violation or alleged violation of any Environmental Laws on or about the Premises.

26.6 Tenant shall, at its sole cost and expense, cause any and all Occupants (as hereinafter defined) to strictly observe, comply with the fulfill all of the applicable terms and provisions of all Environmental Laws affecting the Premises and to comply with the representations, warranties and covenants contained in this Section. For purposes of this Article, "Occupants" shall mean any person or entity using and/or occupying the Premises or any portion thereof, including, without limitation, any of Tenant's Agents.

26.7 Without limiting the foregoing, Tenant agrees to indemnify and hold Landlord harmless from and against any and all liability, penalties, losses, expenses, damages, costs, claims, causes of action, judgments and/or other charges, of whatever nature occurring during the term of this Lease, including, but not limited to, reasonable attorneys' fees and expenses, to the extent said lien, encumbrance, liability, penalty, loss, expense, damage, cost, claim, cause of action, judgment or other charge arises from Tenant's failure or inability, for any reason whatsoever, to observe or comply with any Environmental Laws or the provisions of this Article. Tenant shall further indemnify, defend and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, penalties and costs, including, without limitation, counsel, engineering and other professional or expert fees which Landlord may incur, resulting from: a discharge of Hazardous Substances at the Premises by Tenant or any of the agents, employees, contractors, licensees, invitees, or customers of Tenant;

26.8 Without limiting any other provisions of this Lease, Tenant represents, covenants and agrees that it will not enter into any lease, contract, agreement or other arrangement, written or oral, with or without consideration, of whatever sort and however denominated, for the use and/or occupancy of any portion of the Premises which does not provide that the use and occupancy thereunder shall not involve, directly or indirectly, in whole or in part, the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of any Hazardous Substances on site, above ground or below ground.

26.9 Tenant represents, covenants and agrees that the Premises will not at any time during the term of this Lease contain any underground or aboveground tanks for the storage of fuel oil, gasoline and/or other petroleum products or by-products installed by Tenant.

26.10 The representations, warranties and covenants set forth in this Article shall survive the expiration or sooner termination of this Lease.

26.11 Notwithstanding anything to the contrary elsewhere in this Lease, in any circumstance arising under this Article 26 in which it is necessary to determine whether Tenant shall be the responsible party hereunder by reason of the circumstance(s) in question being related to "Tenant's use of the Premises", Landlord and Tenant agree that the presumption shall be in favor of the circumstance in question arising by reason of or relating to, as the case may be, "Tenant's use of the Premises" unless Tenant, who shall bear the burden of proof, can otherwise demonstrate.

ARTICLE 27. PARKING; SIDEWALK MAINTENANCE

27.1 The Building shall include a parking garage component which will encompass approximately 1,275 parking spaces, the configuration of a portion of which shall be substantially as set forth in the parking plan shown on Exhibit E, attached hereto and made a part hereof. Landlord will provide free parking in the garage component of the Building for Tenant's customers for up to a maximum of three (3) hours per visit, subject to parking validation protocols to be agreed upon by, and which will be reasonably acceptable to, Landlord and Tenant.

27.2 Landlord agrees that it will place signage on the 86 spaces on the third floor of the Building which will restrict the spaces to a short term use for the supermarket customers. Landlord and Tenant will cooperate with each other to develop a plan to effectively enforce the parking restrictions in order to ensure that these parking spaces will be accessible for Tenant's customers. Landlord and Tenant agree that the handicapped accessible spaces ("ADA Spaces") on the third floor will remain available to the handicapped general public.

27.3 Landlord agrees that it will use its best efforts with the City of New Brunswick ("City") to make Kirkpatrick Street a "one way street" and to create 19 street parking spaces abutting the building which will be designated for short term parking. Landlord will work with the Tenant and the City to develop a plan to effectively enforce these provisions in order to insure that the street parking spaces will be available for Tenant's customers.

27.4 The Landlord agrees to keep the sidewalks in front of the Premises in a clean condition and free from snow and ice.

ARTICLE 28. FIRE AND SMOKE ALARMS

The Tenant agrees to cause the installation of approved fire and smoke alarms in the Premises which are connected to and monitored by a central office alarm company and to maintain the same during the Term of this Lease and any renewals provided the same is required as a condition of insurance coverage or is required by law.

ARTICLE 29. REFUSE REMOVAL

The Tenant agrees at all times to maintain at its sole cost and expense, a container of adequate size and capacity for the storage and removal of debris and garbage, the said container to be placed at a place within the Building Premises designated by the Landlord. The Tenant agrees that such refuse container shall be covered at all times and be maintained and repaired whenever required. Such refuse container shall be emptied at the sole expense of the Tenant on a regular basis as required. Tenant agrees to cause waste to be stored and removed in compliance with all applicable laws and regulations of any governmental agency having jurisdiction thereof and Landlord, all at the sole cost and expense of the Tenant.

ARTICLE 30. EXTERMINATION

Promptly upon the execution hereof and during the entire term of this Lease, the Tenant agrees, at its sole cost and expense, to contract for and provide exterminating services in the Premises for rodent and pest control and to maintain the same on at least a monthly basis. In the event of the failure of the Tenant to continue to maintain such exterminating services, the Landlord may provide the same and charge the full cost thereof to the Tenant as additional rent which shall be payable in accordance with the provisions hereof.

ARTICLE 31. BROKERS.

Tenant and Landlord represents neither has dealt with any broker or agent with regard to this Lease who might claim or be entitled to any commission or other compensation from Landlord other than Pierson Commercial Real Estate LLC and Space Realty Service LLC; The Landlord shall be responsible for payment to Pierson Commercial Real Estate LLC and Tenant shall be responsible for any payment due Space Realty Services LLC. Tenant and Landlord hereby agree to indemnify and hold each other harmless from all claims by any other broker with regard to this Lease.

ARTICLE 32. SUCCESSOR LANDLORD.

In case Landlord (herein called the "**Conveying Landlord**") shall convey or otherwise dispose of its interest in the Premises and/or turn over to the transferee any funds held by it hereunder in which Tenant has an interest, all liabilities and obligations on the part of the Conveying Landlord under this Lease, accruing after such conveyance or disposal, shall terminate upon such conveyance or disposal except as herein stated, and, thereafter all such liabilities and obligations shall be binding upon only the new owner of the Premises and the Conveying Landlord will thereby be released and discharged from any further liability.

ARTICLE 33. APPLICATION OF FUNDS ON DEFAULT.

If this Lease shall terminate as a result of or while there exists a Default hereunder, any funds then held by Landlord in which Tenant has an interest 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.

ARTICLE 34. SURVIVAL OF OBLIGATIONS.

All obligations of the parties hereto shall survive the expiration or sooner termination of this Lease, except to the extent specifically provided to the contrary herein.

ARTICLE 35. NO WAIVER.

No waiver of any term, condition, default, or breach of this Lease, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion, or (b) any other term, condition, default, or breach of this Lease or of such document. No delay or failure to enforce any provision in this Lease or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The receipt or acceptance of any payment by a party shall not be deemed to operate as a waiver of the right of such party to enforce the payment of additional amounts or obligations under this Lease by such remedies as may be appropriate, unless otherwise specifically agreed in each instance by such party. The enforcement by any party of any Right or remedy it may have under this Lease or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

ARTICLE 36. CONSENTS.

Whenever the consent or approval of a party is required under this Lease, such consent or approval shall not be unreasonably withheld or delayed, unless, otherwise specifically designated above as being in such party's sole discretion.

ARTICLE 37. PRONOUNS.

All words used herein shall be construed according to their proper gender and number, as the context shall require.

ARTICLE 38. EFFECT OF INSTRUMENT.

This instrument sets forth the entire understanding of the parties, replacing any and all prior agreements relating to the subject matter hereof. This Lease may be changed, amended, or terminated only by similar written instrument executed by all parties to be bound thereby.

ARTICLE 39. PARTIES BOUND.

All of the terms and provisions of this Lease shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

ARTICLE 40. SEVERABILITY.

If any provision of this Lease is held to be unlawful, invalid, or unenforceable under any present or future laws, such provision shall be fully severable; and this Lease shall then be construed and enforced as if such unlawful, invalid, or unenforceable provision had not been a part hereof. The remaining provisions of this Lease shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance herefrom.

ARTICLE 41. NO PARTNERSHIP OR AGENCY INTENDED.

Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Lease.

ARTICLE 42. NOTICES.

Any and all notices, requests, communications, or demands required or permitted to be given pursuant to this Lease shall be in writing, and shall be delivered either (a) by an established overnight delivery service, such as Federal Express, or (b) by registered or certified mail, return receipt requested, addressed as follows:

If to Landlord: New Brunswick Parking Authority
106 Somerset Street, 6th Floor
New Brunswick, New Jersey 08901
Attention: Mitchell Karon

If to Tenant: Kumkang Fruit & Vegetable Corp.
155-15 Aguilar Avenue
Flushing, New York ~~11354~~
11367

or to such other address or addresses as any party may designate to the others, by notice in writing, given as above provided. Notices delivered by overnight delivery service shall be deemed to have been given on the first (1st) business day following the date of deposit with such overnight delivery service; and notices given by mail shall be deemed to have been given three (3) days after the date of mailing.

ARTICLE 43. HEADINGS NOT PART OF CONTRACT.

The headings preceding each paragraph, and the Table of Contents (if any) are inserted merely as a matter of convenience and shall not be deemed to be a part of the contract terms.

ARTICLE 44. GOVERNING LAW.

This Lease s been accepted, executed and delivered, and is intended to be performed, in the State of New Jersey. The rights and duties of the parties, and the validity, construction, enforcement, and interpretation of this Lease, shall be governed and construed according to the laws of such state.

ARTICLE 45. EXHIBITS.

All of the Exhibits attached to this Lease are a part of this Lease when so attached and initialed by a representative of each party, and are incorporated herein by reference as fully as if copied herein verbatim.

ARTICLE 46. FURTHER ASSURANCES.

Each of the parties, at all times and from time to time hereafter, and upon reasonable written request to do so, shall make, execute, deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, instruments, assurances, and things as may be reasonably required for more effectually implementing and carrying out the true intent and meaning of this Lease.

ARTICLE 47. VENUE.

The parties hereby agree that the only proper and convenient venue and/or jurisdiction for any litigation between them related to this Lease is the Superior Court of New Jersey, Middlesex County and the Lease shall be interpreted and construed under the laws of the State of New Jersey.

ARTICLE 48. COUNTERPARTS.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original as against any party who signed such counterpart, and all of which together constitute one and the same instrument. This Lease shall be binding when one or more counterparts hereof, individually or taken together, shall have been signed by all of the parties shown below as signatories to this Lease; and the date of this Lease, unless otherwise indicated above, shall be the date on which the last of such signatories shall have signed one or more counterparts.

ARTICLE 49. NUMBER OF DAYS.

Except as otherwise provided in this Lease, in calculating the number of days for any purpose under this Lease, the day on which the event occurred shall be considered the first day and all days shall be counted, including Saturdays, Sundays, and holidays. However, if the final day of any time period falls on a Saturday, Sunday, or holiday, then such final day shall be deemed the next day which is not a Saturday, Sunday, or holiday. "Holiday shall mean only those holidays on which commercial banks within the State of New York shall be closed for business.

ARTICLE 50. TENANT REPRESENTATIONS AND WARRANTIES.

(a) Tenant (i) is a duly organized and validly existing corporation in good standing under the laws of the State of New Jersey, (ii) has all requisite power and authority to own its property and assets and to transact the business in which it is engaged and presently proposes to engage in and (iii) is duly qualified and authorized to do business, and is in good standing (or subsistence), in its jurisdiction of formation and in the jurisdiction where the ownership, leasing or operation of property or the conduct of its business requires such qualification. Tenant has all necessary power and authority to execute, deliver and perform the terms and provisions of this

Lease and has taken all necessary action to authorize the execution, delivery and performance by it of this Lease.

(b) Neither the execution, delivery or performance by Tenant of this Lease nor compliance by Tenant with the terms and provisions hereof, nor the consummation of the transactions contemplated herein (i) will contravene any provision of any Laws applicable to Tenant, (ii) will violate any provision of any organizational document of Tenant or (iii) require any approval or consent of partners, members or any other person which has not been obtained.

ARTICLE 51. LANDLORD REPRESENTATIONS AND WARRANTIES.

(a) Landlord (i) is a duly organized and validly existing public body corporate and political subdivision of the State of New Jersey in good standing under the laws of the State of New Jersey, (ii) has all requisite power and authority to own its property and assets and to transact the business in which it is engaged and presently proposes to engage in and (iii) is duly qualified and authorized to do business, and is in good standing (or subsistence), in its jurisdiction of formation and in the jurisdiction where the ownership, leasing or operation of property or the conduct of its business requires such qualification. Landlord has all necessary power and authority to execute, deliver and perform the terms and provisions of this Lease and has taken all necessary action to authorize the execution, delivery and performance by it of this Lease.

(b) Neither the execution, delivery or performance by Landlord of this Lease nor compliance by Landlord with the terms and provisions hereof, nor the consummation of the transactions contemplated herein (i) will contravene any provision of any Laws applicable to Landlord, (ii) will violate any provision of any organizational document of Landlord or (iii) require any approval or consent of partners, members or any other person which has not been obtained.

IN WITNESS WHEREOF, the parties have signed triplicate counterparts hereof as of the date and year hereinabove set forth.

LANDLORD:

NEW BRUNSWICK PARKING AUTHORITY

By:____________________________
Name: MITCHELL KARON
Title: EXECUTIVE DIRECTOR

TENANT:

KUMKANG FRUIT & VEGETABLE CORP.

By:____________________________
Name: KEVIN KIM
Title: PRESIDENT

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF LAND

DEVELOPMENT PARCEL
PORTION OF LOT 1.01, BLOCK 17
LOTS 14, 15, 15.02, 16.01 AND PORTIONS OF LOTS 12.01 & 17, BLOCK 18
LOTS 1.01, 5, 6, 7.01 & 10.01, BLOCK 18.01
VACATED PORTIONS OF JELIN STREET & CHURCH STREET
CITY OF NEW BRUNSWICK
MIDDLESEX COUNTY
NEW JERSEY

BEGINNING at the intersection of the easterly line Joyce Kilmer Avenue North (52'+/- wide R.O.W. per Tax Map) and the northerly line of Paterson Street (48'+/- wide R.O.W. per Tax Map) and running thence;

1. Along the easterly line of Joyce Kilmer Avenue, North 10 degrees 55 minutes 12 seconds West a distance of 140.52 feet to a point, thence;

2. Along the northerly line of Lot 10.01, Block 18.01, North 38 degrees 42 minutes 59 seconds East a distance of 15.53 feet to a point, thence;

3. Along said northerly line, North 78 degrees 46 minutes 59 seconds East a distance of 23.37 feet to a point, thence;

4. Along said northerly line and the northerly line of the vacated portion of Church Street, North 38 degrees 42 minutes 59 seconds East a distance of 291.43 feet to a point in the southerly line of French Street (variable width R.O.W.), also known as County Route 644 and as New Jersey State Highway Route 27, thence;

5. Along said southerly line, North 57 degrees 51 minutes 56 seconds East a distance of 67.06 feet to a point, thence;

6. Along said southerly line, North 61 degrees 39 minutes 25 seconds East a distance of 3.99 feet to a point, thence;

7. Along a new line, through Lot 1.01, Block 17, the easterly line of the vacated portion of Church Street and through Lots 17 & 12.01, Block 18, South 10 degrees 15 minutes 30 seconds East a distance of 363.75 feet to a point in the northerly line of Paterson Street (48'+/- wide R.O.W. per Tax Map), thence the following three (3) courses along said northerly line;

8. South 78 degrees 46 minutes 02 seconds West a distance of 105.27 feet to a point, thence;

{40351265:3}

9. South 79 degrees 04 minutes 28 seconds West a distance of 40.00 feet to a point, thence;

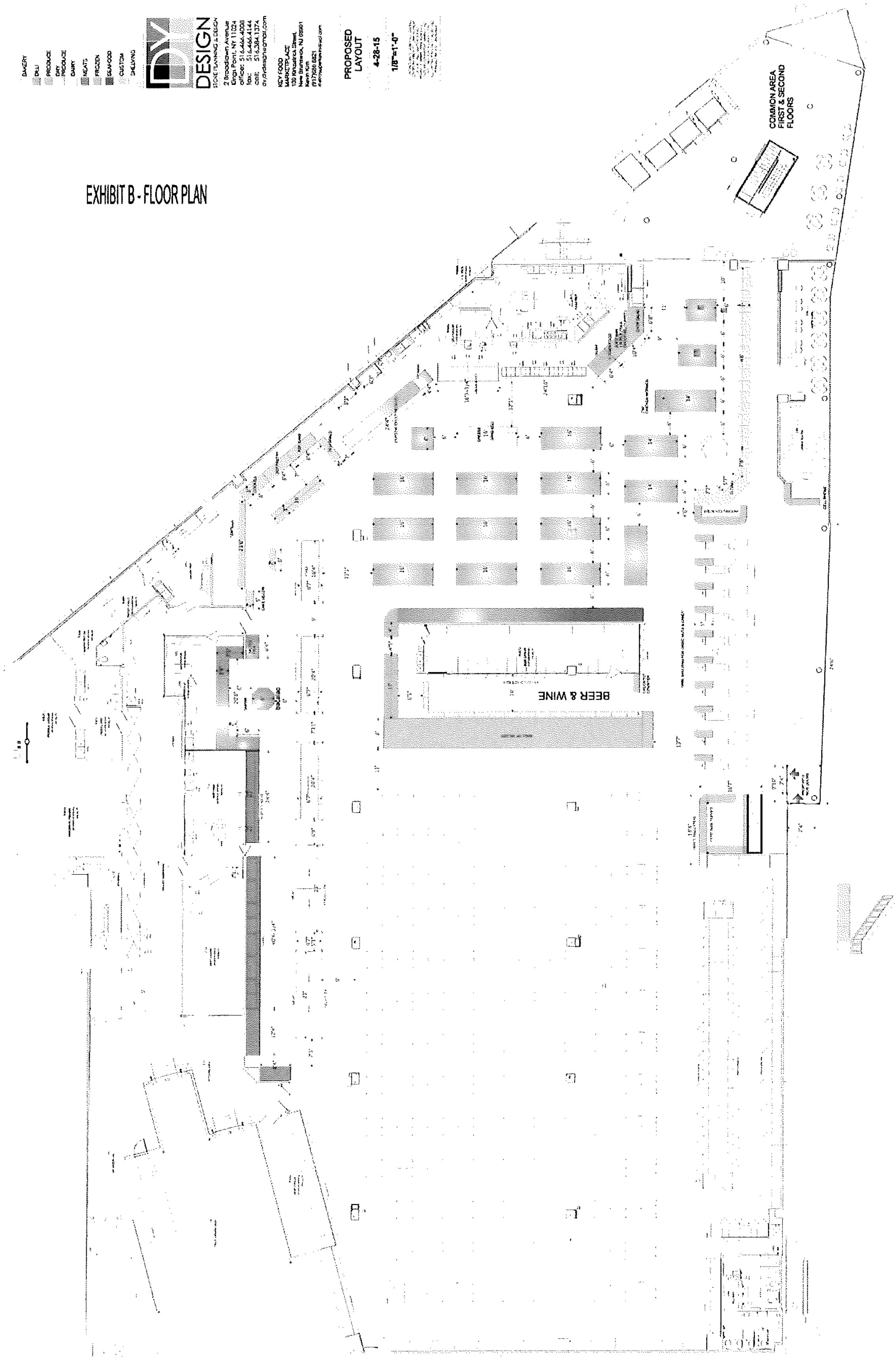
10. South 78 degrees 53 minutes 07 seconds West a distance of 174.11 feet to the **POINT OF BEGINNING;**

Containing an area of 82,090 square feet or 1.885 acres, as calculated by Paulus, Sokolowski and Sartor, LLC in December, 2010.

Subject to any easements or restrictions of record if any, which an accurate title search may disclose.

{40351265:3}

EXHIBIT B - FLOOR PLAN



EXECUTION COPY

EXHIBIT C
FURNITURE AND FIXTURES

NEW BRUNSWICK PARKING AUTHORITY INSURED EQUIPMENT

	QUANTITY	DESCRIPTION	MFG.	MODEL #
REFRIGERATION EQUIPMENT				
Racks, Condensers & Controls				
COLD TECHNOLOGY	Racks			
COLD TECHNOLOGY	1		KYSOR/WARREN	
COLD TECHNOLOGY	Condensers			
COLD TECHNOLOGY	1	460V 3 CONDENSER	BOHN	
COLD TECHNOLOGY	1	460V 3 CONDENSER	BOHN	
COLD TECHNOLOGY	1	INVERTER DRIVE 460V 3 CONDENSER	BARDAC	
COLD TECHNOLOGY	Controls			
COLD TECHNOLOGY	1	COMPUTER PROCESS CONTROLS		CC-100
COLD TECHNOLOGY	1	COMPUTER PROCESS CONTROLS		E2-RX
COLD TECHNOLOGY	1	COMPUTER PROCESS CONTROLS		E2-BX
Installation and Start-Up				
COLD TECHNOLOGY	INSTALLATION AND START UP			
Coolers, Evaporators and Racks				
COLD TECHNOLOGY	Coolers			
COLD TECHNOLOGY	1	22' FROZEN FOOD/ICE CREAM FREEZER		
COLD TECHNOLOGY	1	24' PRODUCE PREP ROOM		
COLD TECHNOLOGY	1	24' PRODUCE WALK-IN COOLER		
COLD TECHNOLOGY	1	7' DELI WALK-IN COOLER		
COLD TECHNOLOGY	1	8' FS FREEZER WALK-IN FREEZER		
COLD TECHNOLOGY	1	12' BAKERY WALK-IN COOLER		
COLD TECHNOLOGY	1	16' BAKERY WALK-IN FREEZER		
COLD TECHNOLOGY	1	12' BEER WALK-IN COOLER		
COLD TECHNOLOGY	1	37' DAIRY WALK-IN COOLER		
COLD TECHNOLOGY	1	36' MEAT WALK-IN COOLER		
COLD TECHNOLOGY	1	8' SEAFOOD WALK-IN FREEZER		
COLD TECHNOLOGY	1	8' SEAFOOD WALK-IN COOLER		
COLD TECHNOLOGY	Unit Coolers			
COLD TECHNOLOGY	1	UNIT COOLER	BOHN	ADT104AK
COLD TECHNOLOGY	1	UNIT COOLER	BOHN	LET065BK
COLD TECHNOLOGY	1	UNIT COOLER	BOHN	LET065BK
COLD TECHNOLOGY	1	UNIT COOLER	BOHN	LLE136BK
COLD TECHNOLOGY	2	UNIT COOLER	BOHN	BME310BA
COLD TECHNOLOGY	2	UNIT COOLER	BOHN	LET160BK
COLD TECHNOLOGY	1	UNIT COOLER	BOHN	ADT090AK
COLD TECHNOLOGY	4	UNIT COOLER	BOHN	WK210AC
COLD TECHNOLOGY	1	UNIT COOLER	BOHN	ADT070AK
COLD TECHNOLOGY	1	UNIT COOLER	BOHN	WK130AC
COLD TECHNOLOGY	2	UNIT COOLER	BOHN	ADT130AK
COLD TECHNOLOGY	4	UNIT COOLER	BOHN	ADT156AK
COLD TECHNOLOGY	2	UNIT COOLER	BOHN	ADT208AK
COLD TECHNOLOGY	Other Equipment			
COLD TECHNOLOGY	1	MILK MOOVERS GRAVITY FED DAIRY SHELVING		
COLD TECHNOLOGY	1	GRAVITY FED BEER/WINE SHELVING		
Refrigerated Cases				
COLD TECHNOLOGY	Cases			
COLD TECHNOLOGY	1	36 DOOR ICE CREAM REACH-IN	KYSOR/WARREN	
COLD TECHNOLOGY	1	27 DOOR FROZEN FOOD REACH-IN	KYSOR/WARREN	
COLD TECHNOLOGY	1	3 DOOR ICE CREAM REACH-IN	KYSOR/WARREN	
COLD TECHNOLOGY	1	6 DOOR FROZEN MEAT REACH-IN	KYSOR/WARREN	
COLD TECHNOLOGY	1	52' PRODUCE	KYSOR/WARREN	
COLD TECHNOLOGY	1	5' SERVICE BAKERY	KYSOR/WARREN	
COLD TECHNOLOGY	1	8' BAKERY	KYSOR/WARREN	
COLD TECHNOLOGY	1	12' MULTI-DECK PRODUCE	KYSOR/WARREN	
COLD TECHNOLOGY	1	20' 3-DECK PRODUCE ISLAND	KYSOR/WARREN	
COLD TECHNOLOGY	1	12' 3-DECK PREP FOOD ISLAND	KYSOR/WARREN	
COLD TECHNOLOGY	1	5 DOOR FROZEN FOOD REACH-IN	KYSOR/WARREN	
COLD TECHNOLOGY	1	40' 5-DECK MEAT	KYSOR/WARREN	
COLD TECHNOLOGY	1	20' FROZEN SEAFOOD	KYSOR/WARREN	
COLD TECHNOLOGY	1	20' 6-DECK DAIRY	KYSOR/WARREN	
COLD TECHNOLOGY	1	8' MULTI-DECK PRODUCE	KYSOR/WARREN	
COLD TECHNOLOGY	1	8' LOWPROFILE M.D. CHEESE	KYSOR/WARREN	
COLD TECHNOLOGY	1	12' PREP FOODS ISLAND	KYSOR/WARREN	

NEW BRUNSWICK PARKING AUTHORITY INSURED EQUIPMENT

	QUANTITY	DESCRIPTION	MFG.	MODEL #
COLD TECHNOLOGY	1	16' 3-DECK CHEESE ISLAND	KYSOR/WARREN	
COLD TECHNOLOGY	1	24' 6-DECK DAIRY	KYSOR/WARREN	
COLD TECHNOLOGY	1	82' 6-DECK DAIRY	KYSOR/WARREN	
COLD TECHNOLOGY	1	20' 6-DECK BEVERAGE	KYSOR/WARREN	
COLD TECHNOLOGY	1	6' 6-DECK DELI BACK BAR	KYSOR/WARREN	
COLD TECHNOLOGY	1	6' 6-DECK BEVERAGE	KYSOR/WARREN	
COLD TECHNOLOGY	1	4' 6-DECK BEVERAGE	KYSOR/WARREN	
COLD TECHNOLOGY	1	44' 5-DECK MEAT	KYSOR/WARREN	
COLD TECHNOLOGY	1	6' 5-DECK SEAFOOD	KYSOR/WARREN	
COLD TECHNOLOGY	1	6' 6-DECK DELI BACK BAR	KYSOR/WARREN	
COLD TECHNOLOGY	1	3 DOOR FROZEN MEAT REACH-IN	KYSOR/WARREN	
COLD TECHNOLOGY	1	27 DOOR FROZEN FOOD BACK/BACK REACH-IN	KYSOR/WARREN	
COLD TECHNOLOGY	1	24' SERVICE DELI	KYSOR/WARREN	
COLD TECHNOLOGY	1	16' SANDWICH W/ REAR STORAGE	KYSOR/WARREN	
COLD TECHNOLOGY	1	8' PIZZA W/ REAR STORAGE	KYSOR/WARREN	
COLD TECHNOLOGY	1	6' PIZZA W/ REAR STORAGE	KYSOR/WARREN	
COLD TECHNOLOGY	1	20' FROZEN MEAT ISLAND	KYSOR/WARREN	
COLD TECHNOLOGY	1	16' FROZEN BAKERY ISLAND	KYSOR/WARREN	
COLD TECHNOLOGY	1	12' 6-DECK WINE	KYSOR/WARREN	
COLD TECHNOLOGY	1	12' 1-DECK PRODUCE	KYSOR/WARREN	
COLD TECHNOLOGY	1	12' 1-DECK PRODUCE	KYSOR/WARREN	
COLD TECHNOLOGY	1	8' 1-DECK PRODUCE	KYSOR/WARREN	
COLD TECHNOLOGY	1	8' 1-DECK PRODUCE	KYSOR/WARREN	
COLD TECHNOLOGY	1	16' 1-DECK PRODUCE	KYSOR/WARREN	
COLD TECHNOLOGY	1	4' FROZEN FISH	KYSOR/WARREN	
COLD TECHNOLOGY	1	16' FROZEN FOOD	KYSOR/WARREN	
COLD TECHNOLOGY	1	32' Refrigerated Meat Case	KYSOR/WARREN	NS39S3
COLD TECHNOLOGY	1	3 DOOR ICE CREAM REACH-IN	KYSOR/WARREN	Q1V6V34
COLD TECHNOLOGY	1	6' 6-DECK BEVERAGE	KYSOR/WARREN	DN8XN
COLD TECHNOLOGY	1	MULTI-DECK DAIRY	KYSOR/WARREN	DX7XN
COLD TECHNOLOGY	1	8' SOUTHERN FIXTURES	Southern Fixture	
COLD TECHNOLOGY	1	12" CVT-CVXP[M]-REM Southern Fixtures	Southern Fixture	
COLD TECHNOLOGY	Millwork			
COLD TECHNOLOGY	1	14' CUSTOM SALAD BAR		
COLD TECHNOLOGY	1	6'-7" CUSTOM 2-TIER OLIVE BAR		

SMALL KITCHEN EQUIPEMENT		DSG Equipment		
Appy Department				
DSG	5	HAND WRAPPER	HEAT SEAL	625-A
DSG	5	TAKE-A-NUMBER		
PJP	1	2 COMPARTMENT SINK	EAGLE	
PJP	2	HAND SINK	EAGLE	
Food Service Department				
PJP	1	PIZZA OVEN	WOOD STONE	WS-MS-6-RFG
DSG	31	HEAT LAMPS	HATCO	DL-725-SU
PJP	1	HOT CHICKEN MERCH.	HENNY PENNY	HEC-103
REVISIT	1	DUAL COFFEE BREWER	BUNN	TF DBC
PJP	1	1 COMPARTMENT SINK	EAGLE	
PJP	2	2 COMP SINK W/ DISPOSAL	EAGLE	
PJP	2	3 COMPARTMENT SINK	EAGLE	
PJP	6	WALL HUNG HAND SINK	EAGLE	
PJP	2	DISPOSAL	INSINKERATOR	SS-100
Brasilia	1	SCHAERER COFFEE ART PLUS	BRASILIA	SCA P C/T/S - 1M
	1	24" CHAR BROILER	U.S. RANGE	RGM-2424
	1	36" FLAT GRILL	GARLAND	CJ-36R
	3	4 PANS HOT FOOD	WELLS MANUF.	MOD-427TDM
	3	5 PANS HOT FOOD	WELLS MANUF.	MOD-527TDM
	1	5 COLD PANS	WELLS MANUF.	RCP-7500
	1	3 DOOR FREEZER	CONTINENTAL	DL3FI-SS
	2	PIZZA WARMERS	HATCO	HBGB-7218
	1	WORK TABLE	ADVANCE TABCO	KMS-308
	1	COMMERCIAL RANGE	VULCAN	48S-8B
	1	WOK RANGE	JADE RANGE	JCR-2
	2	24" CHAR BROILER	U.S. RANGE	RGM-2424
	2	OPEN FRYER	DEAN	SR42G
	1	WORK TABLE	ADVANCE TABCO	CK-SS-306M

NEW BRUNSWICK PARKING AUTHORITY INSURED EQUIPMENT

	QUANTITY	DESCRIPTION	MFG.	MODEL #
	1	WORK TABLE	ADVANCE TABCO	KMS-302
	1	PRESSURE WASHER	SPRAY MASTER	SMT-600W
Bakery Department				
CFED	1	SINGLE RACK OVEN	BAXTER	OV5001G
CFED	1	4 RACK PROOFER	BAXTER	PW2S-34
AMF/DSG	1	BAKERY ISLAND DISPLAY'S	MARCO	QUOTE-411262
AMF/DSG	1	18' DONUT/BAGEL BREAD SHELVING	MARCO	QUOTE-411262
PJP	1	3 COMPARTMENT SINK	EAGLE	BPS-2454-3-18-FC-X
PJP	1	2 COMPARTMENT SINK	EAGLE	BPS-1836-2-18-FE-X
PJP	2	WALL HUNG HAND SINK	EAGLE	SSH-14
	1	REF WORK TOP	CONTINENTAL	SW72-BS
Produce Department				
DSG	1	VEGETABLE RACKING	AIRFLO	SDS 410544
DSG	12	PRODUCE EURO TABLES	JSI STORE FIXTURES	TBTMM-4836
DSG	3	WET MOVER CARTS	NATIONAL CART CO	WPM-2542-GALV
PJP	1	2 COMP SINK W/ DISPOSER	EAGLE	BPS-1836-2-18L-FE-X
PJP	1	3 COMPARTMENT SINK	EAGLE	BSP-2454-3-18-FC-X
PJP	1	WALL HUNG HAND SINK	EAGLE	SSH-14
PJP	1	DISPOSAL	INSINKERATOR	SS-100
CFED	4	HANGING SCALES	HOBART	PR309-1
Seafood Department				
PJP	1	PRESSURE WASHER	SPRAY MASTER	SMT-600W
DSG	4	BOAT RACKS	AMTEKCO	BRTM-60
PJP	1	2 COMPARTMENT SINK	EAGLE	BPS-2448-2-24-FC-X
PJP	1	WALL HUNG HAND SINK	EAGLE	SSH-14
	1	ICE TABLE	DP MILLWORK	BH1300
	1	LARGE MIXER/GRINDER	HOBART	MG2032-1
Meat Prep Department				
CFED	1	HAMBURGER PATTY PRESS	PATTY-O-MATIC	330A
PJP	1	2 COMPARTMENT SINK	EAGLE	BPS-2448-2-24-FC-X
PJP	1	3 COMPARTMENT SINK	EAGLE	BSP-2454-3-18-FC-X
PJP	1	WALL HUNG HAND SINK	AMTECKO	SSH-14
General Equipment			EQUIPMENT TYPE	
DSG	15	UTILITY CART	NATIONAL CART	ST-2042-A
DSG/METRO	1	BALER	PTR	2300HD
DSG	1	WAREHOUSE PALLET RACKING (88')	A&K EQUIP.	PR-BACKROOM
DSG	10	U-BOAT FRAMES	NATIONAL CART	16-60DD
DSG	2	H/C SHOPPING CART	MART CART	XTI - 12
DSG	1	GONDOLA SHELVING	LOZIER	406973
DSG	1	WINE GONDOLA SHELVING	LOZIER	410551
DSG	2	PALLET JACKS (HAND)	CROWN LIFT	PTH502748
DSG	4	CART CORRALS	ERNIE'S CARTS	1050
DSG	1	ELECTRIC PALLET TRUCK	CROWN LIFT	SAL BR
DSG	1	WALKIE STACKER	CROWN LIFT	SX3000-30TL
DSG	1	SMALLWARES	HUBERT	411171
COLD TECH	2	BX-400 BLDG. CONTROLLER		
Office and Front Equipment				
AMF/DSG	13	10'-8" CHECKOUT	ROYSTON	72" TRADITIONAL
ADI/BEST	6	SECURITY MONITORS		
SMG/ADI	6	DVR RECORDER		
SMG/ADI	96	CAMERAS	SONY	????
DSG	1	SPRING RACKS SHELVING	HUBERT	SURE SET
ADI	2	COMPUTER SERVER RACK		
DSG	3	LOCKERS 6 TIER 1 FRAME	HALLOWELL	U1288-6
DSG	5	LOCKERS 6 TIER 3 FRAME	HALLOWELL	U3288-6
TDS	20	TELEPHONE SYSTEM		
WEST PHILLY	1	2 DOOR SAFE		
ADI	1	WIFI		

NEW BRUNSWICK PARKING AUTHORITY INSURED EQUIPMENT

	QUANTITY	DESCRIPTION	MFG.	MODEL #
HERGO	1	SECURITY RACK		

MILLWORK AND COUNTERS

Millwork and Counters	Millwork and Counters			
DP Millwork				
Décor and Signage				
	Décor and Signage			
	10	30"x30" Hand Brushed Tables		
	2	24"x24" Hand Brushed Tables		
	4	Outdoor Umbrellas		
	46	Navy Side Chair - Hand Brushed		
	30	Navy Counter Stool - Hand Brushed		
	2	Square Café Table		
	1	Freight		
	2	Kanvas Lounge Chair		
	1	Kanvas Loveseat		
	1	Silver Ion Round Table		
	1	Silver Ion Cocktail Table		
	1	Freight		
	21	Pole Rattan Harvest Planter		
	1	Freight		
	1	Cow		
	1	Freight		
	100	Round Galvanized Tin Vase		
	1	Freight		
	1	Warehusin of Materials		
	1	Storage Delivery and installation		
	12	Faux Fruit		
	1	Freight		
	5	Trash Receptacles		
	1	Freight		
	4	Artwork		
	1	Freight		
	1	Electric Fireplace		
	1	Freight		
	26	Aisle Markers		
	35	Street Sign		
	18	Check Out Lane Signs		
	1	Canoe		
	9	Primary Department Sign		
	1	Wall Mural Pizza		
	1	Wall Mural Dairy		
	1	Wall Mural Frozen		
	1	Wall Mural Exit		
	1	Seafood Faux Wall		
	4	Waste Cart Sign		
	1	Services Sign		
	28	Ada Room Sign		
	14	Restroom Sign		
	13	Secondary Department Signs		
	16	Banners		
	13	Milk Sign		
	21	Health & Beauty Sign		
	1	Health & Beauty Photo Purchase		
	1	Cheese Board		
	1	Illuminated Cheese		
	2	Beer & Wine Stantion Sign		
	1	Beer & Wine Check Out Lane		
	2	Beer & Wine Welcome Sign		
	1	Beer & Wine Soffit Sign 'Trash Appliques		
	3	Trash Appliques		
	1	Wellness Plaza Welcome Sign		
	8	No Storage Sticker		
	4	Elevator Cab Insert Holder		
	4	Go Green Restroom Sign		
	5	Office Widow Frosting		
	2	No Exit Signs		
	12	Fresh Value Endcap Sign		

NEW BRUNSWICK PARKING AUTHORITY INSURED EQUIPMENT				
	QUANTITY	DESCRIPTION	MFG.	MODEL #
POWER GENERATOR				
		MPS 300KS NG GEREATOR	GENERAC	MG300
		MPS 300KS NG GEREATOR	GENERAC	MG300
		MPS 300KS NG GEREATOR	GENERAC	MG300
		800 AMP ATS	GENERAC	GTS080
		800 AMP ATS	GENERAC	GTS080
HOODS AND EXHAUST FANS				
		HOOD-1		
		HOOD-2		
		HOOD-3		
		HOOD-3		
		HOOD-4		
		FIRE SYSTEM 1A		
		FIRE SYSTEM 2A		
		EXHAUST FAN		
		HEATER UNIT		
		ELECTRICAL SYSTEM-1B		
		ELECTRICAL SYSTEM-2B/3B		
		UNION LABOR FOR CONNECTION		
		FRIEGHT		
HVAC EQUIPMENT				
		MUNTERS DESICANT UNIT		
		AAON 30 TON PACKAGE UNIT		
		AAON OUTDOO AIR HANDLER		
		AAON 25 TON CONDENSING UNIT		
		AAON OUTDOO AIR HANDLER		
		AAON 14 TON CONDENSING UNIT		

EXECUTION COPY

EXHIBIT D
FACADE AND SIGN PLAN

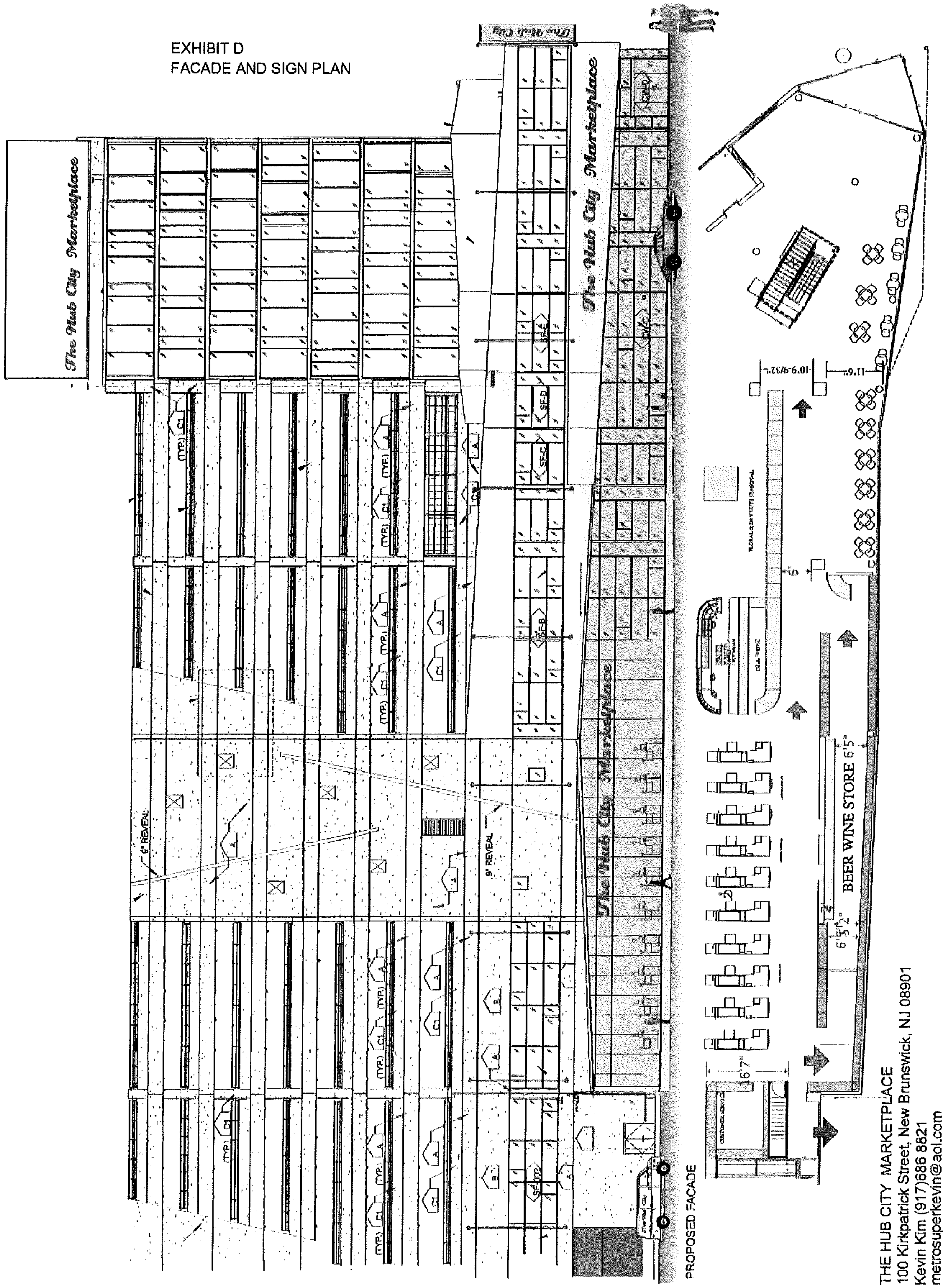


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EXHIBIT E
PARKING