

RECORDING FEE \$ 3.00
DEEDS PAID

Tenant

Premises

Term

Use

Payment of Rent

Repairs and Care

Glass, etc. Damage Repairs

Alterations Improvements

Signs

Utilities

Compliance with Laws etc.

Liability Insurance

Indemnification

255—LEASE, FOR BUSINESS and COMMERCIAL USE ONLY
IND. OR CORP.
(Not for Residential Use - N.J.S.A. 56: 12-1; 46:8-48)

A O G R V S -1

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One Commerce Drive, Cranford, N. J. 07016

This Lease Agreement, made the 3rd day of March 1989

Between

BOROUGH OF MOONACHIE, a municipal corporation of the
State of New Jersey
residing or located at 70 Moonachie Road
in the Borough of Moonachie in the County of
Bergen and State of New Jersey, herein designated as the Landlord,

And

Ralph and Claudette Allerdings

residing or located at 1 Henry Street
in the Borough of Moonachie in the County of
Bergen and State of New Jersey, herein designated as the Tenant;

Witnesseth that, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

Metes and bounds description as well as detailed sketch of proposed fence attached hereto and made a part hereof.

for a term of twenty-five (25) years
commencing on March 3 1989, and ending on March 3 2014,
to be used and occupied only and for no other purpose than an ancillary side yard for any and all of the abutting one (1) family residences.

Upon the following Conditions and Covenants:

1st: The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of \$ 1.00 per year in the following manner:

2nd: The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

3rd: In case of the destruction of or any damage to the glass in the leased premises, or the destruction of or damage of any kind whatsoever to the said premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, the Tenant shall repair the said damage or replace or restore any destroyed parts of the premises, as speedily as possible, at the Tenant's own cost and expense.

4th: No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said premises, shall belong to and become the property of the Landlord and shall be surrendered with the premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

5th: The Tenant shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

6th: The Tenant shall pay when due all the rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand therefor, whichever occurs sooner.

7th: The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

8th: The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$ 1,000,000 for injuries to one person and \$1,000,000 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$ 1,000,000. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

EX 7333-10121

RIDER TO LEASE

BETWEEN: BOROUGH OF MOONACHIE, a municipal corporation of
the State of New Jersey

AND: RALPH & CLAUDETTE ALLERDINGS

DATED: March 3, 1989

1. Landlord makes no representation as to whether Tenant's use is proscribed and as such, the Tenant shall be solely responsible for any violation thereof.

2. (a) That in case any vault now or subsequently constructed in front of or adjoining the demised premises, or any part or any portico, stoop, window or other projection or erection, or any kind beyond the building or stoop lines of the demised premises as the same shall be authorized and fixed by law, from time to time, during the term of this Lease, shall be ordered removed, or shall be removed as the result, or by virtue, of any law, order or ordinance or any Federal, State, Municipal or other public authority, the Lessee covenants and agrees that such removal, whether entire or partial, shall not constitute, or be deemed or construed to be, a violation or breach of any covenant of this Lease on the part of the Lessor to be kept, observed and performed, or a ground for any claim for damage against the Lessor, or a ground for any claim for the diminution or abatement of rent; and such removal and incidental alteration or repair shall be made by and at the cost and expense of the Lessee and the Lessee agrees to indemnify the Lessor against such cost or expense, as well as against all cost, damages and penalties arising out of a failure to comply with any law, order or ordinance directing such removal or alteration.

(b) That the Lessee agrees to pay any and all fees,

payments or charges that may be made, required or demanded for the maintenance and/or construction of any such vault, portico, stoop, window or other projection or erection.

3. The Tenant shall be responsible for all rents, charges, assessments, duties and other impositions whatever, extraordinary as well as ordinary, that shall be assessed, levied or any part of them by any government power or authority whatever during the said term of this Lease inclusive of real property taxes.

4. In the event that the demised premises, or any part thereof, are rendered untenable, or the Tenant is deprived of the use of the demised premises by any cause whatever, or the Tenant claims that there is any defect in the premises caused by the negligence of the Landlord or otherwise, the Tenant shall give written notice to the Landlord and a reasonable opportunity (depending upon the nature of the repair required) shall be given to the Landlord to remedy the condition set forth in said notice. Failure to give such notice shall be construed as a waiver of such condition of defect and of any and all claims for damages to the effect that the Tenant has been evicted, wholly, partly or constructively, from the demised premises. Any provisions contained elsewhere herein are not to be construed as an increase of the Landlord's obligations hereunder.

Except as expressly otherwise provided in this Lease, no compensation, reduction of rent or claim shall be made by the Tenant by reason of annoyance or loss of business, arising from the necessity of the Landlord's entering the demised premises for any of the purposes in this Lease authorized, or for repairing the demised premises or any other portion

of the building, however the necessity may occur. In case the Landlord is prevented from making any repairs, improvements, decorations or alterations, or installing any fixtures or articles of equipment, furnishing any services or performing any other covenant or duty, whether expressed herein or implied, to be performed on the Landlord's part, due to the Landlord's inability to obtain or difficulty in obtaining labor, or materials necessary therefor, or due to any governmental rules or regulations relating to the priority of national defense requirements or due to any other cause beyond the Landlord's control, the Landlord shall not be liable to the Tenant for damages resulting therefrom, nor, except as and if expressly otherwise provided in this Lease, shall the Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in the Tenant's favor that such failure constitutes actual or constructive title or partial eviction from the premises.

5. If the removal by Tenant of any property which it has a right under this Lease to remove, shall result in any damages to the freehold, Tenant shall forthwith and at his sole cost and expense, repair said damage in a good and workmanlike manner to restore the premises to the condition pre-existing the installation of said property.

6. The rights and limitations accorded the parties herein are not intended to be exclusive but are additional to all rights and limitations the parties otherwise would have at law.

7. The Tenant acknowledges that Tenant is leasing the premises in an "as is" condition.

8. The Landlord makes no representation whether the use

of the premises contemplated by the Tenant is permitted by the Zoning Ordinances of the Borough of Moonachie. The Tenant shall be solely responsible for any violations of the Zoning Ordinance. In the event any governmental approvals are necessary to use the premises, including the issuance of a Certificate of Occupancy, it shall be the sole responsibility of the Tenant to obtain such Certificate of Occupancy or governmental approvals and pay all costs incidental thereto.

9. The parties acknowledge that the premises to be leased to the Tenant may be subject to the provisions of N.J.S.A. 13:1 K-6, commonly known as "ECRA". The Tenant agrees to comply with all the provisions of ECRA during the term of this Lease, any extension thereof and at the end of this Lease in obtaining any necessary approval of a negative declaration or exemption from the requirements of ECRA by the Department of Environmental Protection. In the event it shall be determined by the Department of Environmental Protection that violations of ECRA do exist, the Tenant shall be liable for any cleanup plan or other costs associated with compliance.

10. In the event the Tenant fails to pay any rent or other charge within ten (10) days of the date due, the Landlord shall have the right to charge the Tenant a late charge in the amount of five (5%) percent. Any such sums shall be deemed additional rent under the terms of this agreement.

11. Rental property is vacant and Tenant shall not be permitted to obstruct or build on same.

12. All other Borough costs, including but not limited to, attorneys expense as well as Department of Public Works expense shall be borne by tenant. (It is anticipated that the existing macadam path may need to be relocated.)

13. The portion to be leased is an approximately measured seventeen (17) foot wide parcel with closed ends leaving an eight (8) foot wide path for public access.

14. If the premises leased hereunder or of which the leased premises are a part, shall be sold during the term hereof, the Tenant agrees to vacate the premises, remove all the Tenant's property and deliver up peaceable possession thereof to the Landlord, within sixty (60) days of written demand therefore, and the term hereof and this Lease shall terminate upon the date fixed in said demand.

This Lease is subject to a sixty (60) day recapture provision so that if the Borough decides that a reversion of the property is required, the said Lease will be terminated within such sixty (60) day time period. Thirty (30) days written notice by the Borough before such sixty (60) day period shall be provided to the Tenant.

15. The Borough will require sixty (60) days written notice of tenant's intention to sell, transfer and/or a change in ownership of title to tenant's adjoining property.

16. The term of the within Lease shall be in accordance with the Local Public Contracts Law and/or Local Land and Buildings Law and compliance therewith is required. Tenant agrees to modify this Lease document in order to comply with said law in the event such modification is mandated.

17. The Lease document shall be recorded in order to publicly set forth the items denominated herein.

18. The lessee shall be responsible for terminating any and all existing tenancies.

19. All lots are leased subject to existing encumbrances, liens, zoning regulations, easements, other restrictions, such

facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting said property.

BOROUGH OF MOONACHIE

By Frederick W. Daniel
MAYOR

Sean Finck
BOROUGH CLERK

Ralph Allerdinger
TENANT

Andette Allerdinger
TENANT

Assignment

Restrictions
of use

Mortgage
Priority

Condemna-
tion
Eminent
Domain

Fire and
other
Casualty

Reimburse-
ment of
Landlord

Inspection
and Repair

Right to
Exhibit

Increase of
Insurance
Rates

Removal of
Tenant's
Property

Remedies
upon
Tenant's
Default

Termination
on Default

Non-Liability
of
Landlord

Non-Waiver
by Landlord

8th: The Tenant shall not, without the written consent of the Landlord, assign, mortgage or hypothecate this lease, nor sublet or sublease the premises or any part thereof.

10th: The Tenant shall not occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

11th: This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of cancelling this lease, and the term hereof is hereby expressly limited accordingly.

12th: If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

13th: In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenantable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

14th: If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

15th: The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

16th: The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the premises to persons wishing to rent or purchase the same, and Tenant agrees that on and after next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of said premises or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

17th: If for any reason it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form and in insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant fifteen days notice in writing of the Landlord's intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate. If by reason of the use to which the premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards shall be increased, the Tenant shall upon demand, pay to the Landlord, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent but in no case later than one month after such demand, whichever occurs sooner.

18th: Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

19th: If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

20th: Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages.

21st: The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord.

22nd: The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

1333 1177

State of New Jersey, County of _____ } ss.: Be it Remembered,
that on 19 _____, before me, the subscriber,
personally appeared
who, I am satisfied, the person named in and who executed the within Instrument,
and thereupon acknowledged that signed, sealed and delivered the same as
act and deed, for the uses and purposes therein expressed.

State of New Jersey, County of _____ } ss.: Be it Remembered,
that on 19 _____, before me, the subscriber,
personally appeared
who, being by me duly sworn on h oath, deposes and makes proof to my satisfaction, that
he is the Secretary of
the Corporation named in the within Instrument;
that is the
President of said Corporation; that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said President as and for the voluntary act and deed of said Corpora-
tion, in presence of deponent, who thereupon subscribed h name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

John D.
BOROUGH OF MOONACHIE, a
municipal corporation of the
State of New Jersey

TO

Dated, _____, 19 _____

Expires,

Rent, \$

Prepared by: PRESTO & BARBIRE, ESQS.
18 Glen Road
Rutherford, NJ 07070

122000

LIBERTY CLERK

89 NOV 20 AM 10:58

RECORDED - HENGEN COUNTY

ASSIGNMENT OF LEASE

For one dollar and other good and valuable consideration, the Tenant as Assignor, assigns this Lease and all the
Assignor's rights and privileges therein, including any and all monies deposited with the Landlord as security, subject to
all the terms, covenants and conditions contained therein; and the Assignee accepts this Assignment of Lease and assumes
and agrees to comply with and be bound by the terms, covenants and conditions in said Lease contained. The signature of
the Landlord hereto is evidence of the Landlord's consent to and acceptance of this Assignment of Lease.

Assignee

Assignor

Landlord