

EXHIBIT D

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY
LEASE AGREEMENT**

THIS LEASE, made this ____day of _____in the year Two Thousand and Ten (2010)

**BETWEEN THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DEPARTMENT OF PARKS AND FORESTRY
501 EAST STATE STREET
P. O. BOX 404
TRENTON, NEW JERSEY 08625**

hereinafter referred to as “Landlord,”

AND (Successful bidder)
Address 1
Address 2

hereinafter referred to as “Tenant.”

WHEREAS, Landlord is empowered to acquire, hold, lease, operate, manage, protect, and develop lands which are the property of the State of New Jersey for recreation, conservation, historic, cultural, and educational purposes; and

WHEREAS, Landlord acquired certain property in 2001, referred to as Cedar Lake Horse Farm, located in the Township of Blirstown, County of Warren, State of New Jersey, as further described herein, with funds appropriated from the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1 et seq.

WHEREAS, said property is administered by Landlord as part of Kittatinny Valley State Park (“State Park”); and

WHEREAS, pursuant to the Request for Proposal issued by Landlord on July 17, 2009 (the “RFP”), a copy of which is attached hereto and made part hereof as Exhibit A, (Winning Bidder’s Name), (Winning Bidder’s address) (“Tenant”), wishes to enter into this Lease to lease, manage, and operate a multi-disciplinary equine facility, , as more particularly described below; and

WHEREAS, Landlord has determined that leasing the property, described below, to Tenant will not interfere with reasonably anticipated plans for development of the subject property and is for public recreation and conservation purposes and that the best interests of the State of New Jersey will be served by leasing the herein below described land to Tenant for the purpose and subject to the conditions herein below provided; and

WHEREAS, Landlord, subject to the terms set forth in the RFP, is willing to enter into this Lease under the provisions, covenants, terms, and conditions hereinafter described, which shall be consistent with the terms set forth in (Winning Bidder’s) Bid Response Proposal submitted in response to the RFP (“Bid Proposal”), a copy of which is attached hereto and made a part hereof as Exhibit B; and

NOW THEREFORE, in consideration of the payment of rent to be made by Tenant as hereinafter provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

THAT IN ACCORDANCE with the provisions of N.J.S.A. 13:1L-1 et seq., Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord for the term herein below provided:

ALL that certain land consisting of approximately eighty (80) acres designated as Block 1402, Lots 10 and 41 on the Tax Map of the Township of Blirstown, County of Warren, State of New Jersey

(the "Leased Premises"), together with all improvements and structures thereon, more particularly described on the Lease Map attached to and made a part of this Lease as Exhibit C.

Landlord and Tenant hereby mutually covenant and agree as follows:

1. TERM

A. The Term of this Lease shall begin on the Effective Date of this Lease which, for the purposes hereof, shall be the date on which the Landlord signs the Lease, as indicated by the date on the first page of the Lease, at which time this Lease shall take full force and effect and shall continue for a period of twenty (20) years (the "Term") from that date until the expiration of the Lease ("Expiration Date"), unless the Lease shall end sooner pursuant to any of the terms, covenants, or conditions, herein provided or pursuant to law. The Landlord may terminate this Lease in accordance with the termination provisions as contained herein, in the RFP, or in accordance with applicable law. In the event of such termination, after expiration of the notice period, Tenant shall not be permitted to enter the Leased Premises without accompaniment of a representative of the Landlord.

Tenant shall not continue occupation of the Leased Premises beyond the expiration of the Term, except upon the execution of a new lease or as provided for in Paragraph 35 hereof.

2. RENTAL PAYMENTS

A. Tenant shall pay to Landlord annual payment ("Rent") in the amount of _____ Dollars (\$_____) ("Base Payment"), plus an additional payment of fifteen (15%) percent of gross revenue in excess of \$_____ ("Variable Payment"). The Base Payment is payable on the Effective Date of this Lease and on the anniversary of the Effective Date for the remainder of the Term. The Variable Payment for the First Term Year shall be due March 31 of the Second Term Year and on March 31 of every year for the prior Term Year thereafter for the remainder of the Term.

i Beginning on the fifth anniversary of the Effective Date, the Base Payment shall increase by three (3%) percent each year.

B. For purposes of calculating the annual Variable Payment, gross revenue shall be defined to include all gross charges for all services to customers or patrons performed by the Tenant or any other person, firm, or corporation in, upon, or through any part of Cedar Lake Horse Farm, including but not limited to fees for training, riding, lessons, and boarding and sales at the gross selling price of merchandise and items of every character sold in, upon, or through Cedar Lake Horse Farm by the Tenant, or any other person, firm, or corporation, including but not limited to all revenues and sales related to the operation of Cedar Lake Horse Farm, and shall include sales and charges for cash and credit, regardless of whether or not the same is collected or uncollected, less all proper credits for returned merchandise, merchandise exchanges and merchandise cancellations, allowances, or discounts, as well as any sales taxes collected by the Tenant and remitted to taxing authorities.

C. All Rent payments shall be paid by check made payable to "Treasurer-State of New Jersey" and sent to:

Kittatinny Valley State Park
P.O. Box 621
Andover, NJ 07821-0621

D. Any Rent payment not made on or before the date provided in Subparagraph 2A hereof shall be considered past due. All past due amounts shall be assessed a monthly penalty of one and one-half percent (1.5%) of the total amount due calculated on the tenth (10th) day of each month.

E. In the event that any check for payment is returned to Landlord, all future compensations shall be made by Certified or Cashier Checks only.

3. RECORDS, MEETINGS, AND AUDIT

A. Tenant shall maintain complete and adequate financial records that will allow Tenant to

prepare financial statements in accordance with generally accepted accounting principles. Tenant shall retain such records for at least six (6) years from the expiration or termination of this Lease. Such records shall be made available for audit during normal business hours by an authorized representative of Landlord to determine the adequacy of Tenant's financial management systems and the internal control systems established to meet the terms and conditions of this Lease and whether the financial statements are fairly presented in accordance with generally accepted accounting principles. The results of any audit by the Landlord shall be final and binding on the Tenant, including but not limited to the Landlord's determinations with respect to revenue reporting and payment by the Tenant.

B. Tenant shall prepare and compile, or oversee the preparation and compilation of, and submit to the Landlord a quarterly financial report itemizing actual revenues and expenses against projected revenues and expenses.

C. Tenant shall, or on or before February 28 of each year, conduct and provide Landlord with a complete audit of its gross revenue for the prior calendar year ending December 31 prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey ("Audit"). In the alternative, Tenant may provide a special report as prescribed in "Statement on Auditing Standards No. 62," prepared by a Certified Public Accountant licensed to practice accounting in New Jersey to fulfill this requirement ("Special Report").

D. Tenant, its contractors, and subcontractors, shall provide Landlord, through an authorized representative, reasonable access to and the right to examine all records, books, papers, or documents reasonably related to Tenant's operation of any part of Cedar Lake Horse Farm and any project, services, and work being performed pursuant to any contract or subcontract. Proper facilities shall be furnished for access and inspection. Landlord has the right to request, and the Tenant agrees to provide free of charge, all information and copies of all records.

E. The Tenant shall confer with Landlord and attend meetings with Landlord representatives and other persons as reasonably requested by the Landlord to discuss matters relating to the operation and management of Cedar Lake Horse Farm.

F. All data, technical information, and materials gathered, originated, developed, prepared, used, or obtained in the performance of the Lease, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, records (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures, and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the Lease, shall be and remain the property of Landlord and shall be delivered to Landlord upon thirty (30) days' notice by Landlord.

G. All financial, statistical, personnel, and/or technical data supplied by Landlord to the Tenant are confidential. The Tenant is required to use reasonable care to protect the confidentiality of such data. The use, sale, or offering of this data in any form by the Tenant, or any individual or entity in the Tenant's charge or employ, will be considered a violation of the Lease and may result in its termination, as well as the Tenant's suspension and debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

4. ADDITIONAL RENT

If Tenant fails to comply with any agreement in this Lease, Landlord may do so on behalf of Tenant. Landlord may charge the cost of compliance to Tenant as "Additional Rent." This includes reasonable attorney's fees incurred by Landlord as a result of Tenant's violation of any provision contained in this Lease. The Additional Rent shall be due and payable as Rent within thirty (30) days after Tenant's receipt of Landlord's written notice of the amount of Additional Rent. Nonpayment of Additional Rent gives Landlord the same rights against Tenant as if Tenant failed to pay the Rent.

5. CONDITION OF LEASED PREMISES

The Leased Premises are leased to and accepted by Tenant in their present condition and without representation or warranty of any kind by Landlord including, without limitation, any representations or warranty of fitness for a particular purpose. Tenant has made a physical

inspection of the Leased Premises and has found the same satisfactory for all purposes of this Lease, except for those pre-existing conditions listed in Exhibit D, which is attached hereto and made part of this Lease. All pre-existing conditions, including deteriorated conditions of structures, buildings, improvements, fixtures, and areas containing trash and debris, if any, are described in Exhibit D.

6. PURPOSE

A. The purpose of this Lease is to operate a public equine facility. Tenant's possession and use of the Leased Premises shall be limited to the following uses **(the following list encompasses all possible uses but will be tailored based on the successful bidder's proposal)**:

- (i) Hay production;
- (ii) Pasturing;
- (ii) Equine boarding;
- (iii) Equine training;
- (iv) Equine breeding;
- (v) Equine riding lessons;
- (vi) Equine rehabilitation;
- (vii) Equine rescue;
- (viii) Equine riding;
- (ix) Equine trail riding;
- (x) Special events, including equine shows and competitions, clinics, and carriage/sleigh rides, with the approval of Landlord pursuant to Subparagraph 6B below;
- (xi) Handicapped riding/therapy programs;
- (xii) Residency, limited to one (1) manager or staff person employed by Tenant for the operation of the Leased Premises;
- (xiii) Office space, solely for the operation of the Leased Premises; and
- (xiv) Retail store, limited to sale of products that directly support or are related to the equine uses on the Leased Premises

Tenant shall not use the Leased Premises for any purpose or in any manner other than as expressly provided in this Lease. No use or manner of use shall be implied from the purposes expressed herein. Tenant shall not conduct or allow any use of the Leased Premises which would in any way: (a) make void or voidable any insurance then in effect; (b) involve or cause any hazardous or dangerous work conditions, emergency conditions, or other operations detrimentally affecting the health, safety, or welfare of persons on site or the public or the condition of the Leased Premises or neighboring properties; or (c) violate any federal, State, or local law, ordinance, or rule.

B. Upon obtaining Landlord's written approval, Tenant may conduct equine-related special events, including equine clinics, shows and competitions, and carriage and sleigh rides. Landlord's approval shall be subject to such terms and conditions as Landlord may reasonably require, including but not limited to prior submission of: (a) a certificate of insurance showing that Tenant has obtained adequate liability insurance coverage as determined by Landlord; and (b) documentation that Tenant has obtained all permits, approvals, and licenses required by all federal, State, and local authorities having jurisdiction over the operation.

C. Tenant shall not store, maintain, or repair any tangible personal property on the Leased Premises unless such property is directly associated with the equine and agricultural use of the Leased Premises. The Manager's residence, as defined in Paragraph 7 below, is deemed an agricultural use.

D. Neither public nor private recreational hunting shall not be permitted on the Leased Premises.

E. Tenant may obtain and use depredation permits from the New Jersey Department of Environmental Protection, Division of Fish and Wildlife, as well as federal permits for depredation of geese.

7. POSSESSION AND USE

Landlord shall give possession of the Leased Premises to Tenant for the entire Term. Tenant shall take possession of the Leased Premises and use the Leased Premises only for the purposes stated in Paragraph 6 herein. The residence on the Leased Premises (the “Manager’s residence”) shall be occupied solely by a manager or staff person employed by Tenant for the operation of the Leased Premises as an equine facility. The spouse, children, and other dependents of the manager or staff person occupying the residence may live in the residence. Other members of the manager’s or staff person’s family may live on the Leased Premises upon receipt of Landlord’s express written approval. Neither Tenant nor anyone else occupying the Manager’s residence shall use the Manager’s residence for any business, professional, unlawful, or hazardous purpose. Tenant may not collect rent from any person or persons residing in the Manager’s residence on the Leased Premises.

8. STRUCTURES

The following structures exist on the Leased Premises and may be used by Tenant pursuant to Paragraph 6 herein:

- (i) Manager’s residence;
- (ii) Main barn, which contains 72 stalls, a small indoor arena, restroom, kitchen/lounge area, hay storage area, grain storage area, tack rooms, and wash stall;
- (iii) Lower barn, which contains 27 stalls, wash stall, restroom, and tack room;
- (iv) Walker barn, which contains 24 stalls, electric powered hot walker track, and storage room;
- (v) Six (6) run-in sheds;
- (vi) Stud barn, including six (6) stalls and a breeding room;
- (vii) Hydrotherapy pool barn;
- (viii) Viewing stand;
- (vix) Two (2) outdoor riding arenas;
- (x) Round pen; and
- (xi) Well house

9. MANAGEMENT PLAN

The Management Plan submitted by Tenant as part of its bid proposal, attached hereto and made part of this Lease as Exhibit E, shall be implemented during the Term of this Lease. Tenant shall provide a new Management Plan every five (5) years; the Management Plan will be due on the anniversary of the Effective Date of this Lease, except that Tenant also shall be required to submit to Landlord an annual Farm Management, Plan which shall be due on each anniversary of the Effective Date of this Lease.

10. FARMING AND CONSERVATION PRACTICES

A. Tenant shall improve, maintain and operate the Leased Premises by: (i) utilizing agricultural management practices adopted by the State Agriculture Development Committee pursuant to N.J.S.A. 4:1C-1 et seq. and N.J.A.C. 2:76-2A; and (ii) implementing a Farm Conservation Plan (collectively referred to as “Sound Farming and Conservation Practices”).

B. Tenant shall improve, maintain, and operate the Leased Premises in an efficient and careful manner to conserve the Leased Premises. Tenant shall, under N.J.A.C. 2:76-2A.7, apply to the Natural Resources Conservation Service (NRCS) for a Farm Conservation Plan for the conservation and development of soil, water, and related natural resources on the Leased Premises within thirty (30) days of the Effective Date of this Lease. The Farm Conservation Plan shall include a plan for manure management at Cedar Lake Horse Farm. Tenant shall provide Landlord with a copy of the Farm Conservation Plan prior to NRCS finalizing and approving same. Tenant shall update the Farm Conservation Plan as necessary to conserve the Leased Premises. Tenant shall provide Landlord with a complete copy of the approved Farm Conservation Plan and all updates. Landlord reserves the right to review and approve the Farm Conservation Plan and all updates prior to NRCS finalization and approval.

C. Tenant shall develop and submit annually to Landlord a Farm Use Plan setting forth Tenant's projected land uses for the Leased Premises by field. Tenant shall submit the Farm Use Plan by April 1 of each year and shall promptly provide updates reflecting any changes to the Farm Use Plan before they are implemented. The first Farm Use Plan shall be included in the Management Plan, attached to and made a part of this Lease as Exhibit E.

D. Tenant shall maintain the basic natural conditions of the Leased Premises that existed on the Effective Date of this Lease. Tenant shall not undertake any of the following changes to the Leased Premises without first obtaining the express written approval of Landlord:

- (i) clearing land of trees and/or vegetation other than crops, or
- (ii) excavating or grading of soils, except for routine maintenance of hedgerows and vegetation and routine disturbance of soils necessary to plant Tenant's crops

11. CROP DAMAGE

Landlord will avoid actions that may cause damage to or destruction of Tenant's crops. Landlord shall not be responsible for any damage to Tenant's crops because of vandalism, wildlife, fire, explosion, hunting, the elements, or any other cause beyond the reasonable control of Landlord.

12. WATER USAGE

A. Water for agricultural use obtained by Tenant under Landlord's water rights shall be used only on the Leased Premises and only for the permitted operations and required obligations of Tenant under this Lease. Landlord assumes no responsibility to Tenant for any water shortage from the source or sources of water under Landlord's water rights, or from any source whatsoever; nor does Landlord warrant the quality or quantity of water obtained from any source or sources.

B. Tenant shall pay all acquisition, operation and maintenance, repair, diversion, and dispersion costs and any charges and/or water assessments connected with the use of water on the Leased Premises for any purpose of Tenant.

13. SUBSIDIZED PROGRAMS

Tenant shall not list and/or enroll the Leased Premises or any part thereof in any federal and/or State conservation or set aside program involving the suspension or limitation of crop or pasture production ("subsidized programs") on the Leased Premises without first obtaining the express written approval of Landlord.

A. Tenant may seek approval from Landlord to enroll the Leased Premises in a subsidized program, including a natural resource conservation program administered by the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), within twenty-four (24) months of the Effective Date of this Lease, with the approval of Landlord.

B. Approval required by this Paragraph shall be upon such terms and conditions as Landlord may reasonably require. Prior to submitting an application, Tenant shall provide Landlord with a written letter of intent to enroll the Leased Premises in a subsidized program, along with the application form and a description of the program. Landlord shall evaluate the appropriateness of the program enrollment based on the long term benefits to the Leased Premises and the environment and, upon concurrence with Landlord, provide a written response to Tenant, within sixty (60) days of receipt of the request, approving or denying the Tenant's request to enroll the Leased Premises.

C. Tenant shall submit to Landlord all agreements that Tenant is required to sign in connection with the subsidized program and shall not sign any applications, agreements, or other documents in connection with the subsidized program without the written approval of Landlord. Landlord shall jointly respond to Tenant within sixty (60) days of receipt of any such documents.

D. Tenant shall be entitled to any monetary benefits payable by NRCS under the conservation program.

E. Tenant and Tenant's heirs, executors, administrators, successors, and assigns assume all risks and liabilities arising out of the enrollment in a subsidized program, and Tenant covenants to defend, protect, indemnify, and save harmless Landlord and hereby releases Landlord and each and every of its officers, agents, employees, successors, and assigns from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of actions, suits, claims, demands, or judgments of any nature arising from enrollment of the Leased Premises in a subsidized program.

14. IMPROVEMENTS

A. Tenant shall not enter into any contract for or commence any replacement, restoration, preservation, renovation, or improvement project including, but not limited to, the construction or restoration of any building (permanent or non-permanent), structure or utility, or any change in the natural condition of the Leased Premises, including soil and water conservation projects designed for the control and prevention of soil erosion and sediment damages, the control of pollution, or the impoundment, storage, and management of water (collectively "Improvements") without first submitting to Landlord, and obtaining Landlord's written approval of, an Improvement Plan for the proposed Improvement. The Improvement Plan shall include but not be limited to: (a) a description (including plans and specifications when deemed appropriate by Landlord) of each Improvement; (b) schedule for initiation and completion of each Improvement; and (c) a statement whether each Improvement will be performed by Tenant or a contractor. Landlord's approval of the Improvement Plan shall be based upon Landlord's determination that the Improvement Plan implements Tenant's obligations under this Lease and that the proposed Improvement is consistent with the purposes of this Lease.

B. Approval by Landlord of the plans and reports submitted by Tenant in accordance with this Lease shall not in any way relieve Tenant of responsibility for the technical accuracy thereof. Tenant shall, at Tenant's sole cost and expense, correct or revise any errors, omissions, or other deficiencies in the plans and Improvements.

C. Tenant shall obtain and maintain all licenses, permits, and approvals required by the appropriate federal, State, and local authorities for the Improvement. Tenant shall provide Landlord with satisfactory written evidence that all such licenses, permits, and approvals have been obtained prior to commencement of the Improvement. Tenant shall assure that all work is done in compliance with the State Uniform Construction Code and with all requisite licenses, permits, and other requirements of federal, State, and local authorities having jurisdiction.

D. Prior to the commencement of any Improvement, Tenant shall, at the request of Landlord, deliver to Landlord certificates of insurance showing that Tenant's contractors and subcontractors have obtained insurance coverage during the period of construction, providing such coverage and amounts as may reasonably be required by Landlord.

E. All Improvements made without Landlord's written consent for which Tenant cannot document to the satisfaction of Landlord that the Improvement was completed in compliance with the requirements of all federal, State, and local authorities having jurisdiction shall be removed by Tenant on Landlord's written demand. Tenant shall, at Tenant's sole cost and expense, repair any damage to the Leased Premises or any other State property caused by Tenant's construction and removal of any unauthorized or unacceptable Improvement.

15. TITLE TO IMPROVEMENTS AND ACCEPTANCE

A. All Improvements of the Leased Premises by Tenant shall, upon completion, in accordance with the approved Improvement Plan therefore and the requirements of federal, State, and local authorities having jurisdiction thereof, and upon acceptance by Landlord, become the property of Landlord as part of the Leased Premises without compensation therefore to Tenant.

B. Upon the completion of any Improvement, Tenant shall, as a condition precedent to acceptance thereof by Landlord, deliver to Landlord: (a) copies of such permanent certificates of occupancy as shall be necessary for the use and occupancy of such Improvement; (b) copies of the final and complete waiver by Tenant's general contractor and its subcontractors of their rights to file

or assert a mechanic's lien against the Improvement or any part of the Leased Premises; and (c) a complete set of reproducible "as-built" drawings of the Improvement.

C. Landlord shall accept an Improvement if Landlord determines that it has been completed in accordance with the Improvement Plan approved by Landlord under Paragraph 14 hereof and in compliance with the requirements of all federal, State, and local authorities having jurisdiction.

16. MAINTENANCE, REPAIRS, AND UTILITIES

A. Tenant shall keep and maintain the Leased Premises and the Improvements, equipment, and fixtures comprising part of the Leased Premises in a neat, clean, safe, and sanitary condition. Tenant shall not allow any trash, debris, refuse, or any other waste material to accumulate on the Leased Premises. Tenant shall promptly remove from the Leased Premises all trash, debris, refuse, or any other waste. Tenant shall participate in and comply with any recycling program in effect in the municipality in which the Leased Premises are located. Where public access to the Leased Premises is a required condition of this Lease, Tenant shall install a bear-proof dumpster(s) and recycling containers to safely store trash and recyclables generated through his operations. All trash and recyclable materials shall be properly disposed of by a licensed trash hauler.

B. Tenant shall keep and maintain the Leased Premises and all Improvements in good repair and condition. Tenant shall at all times keep and maintain the Leased Premises and all designated improvements, utility systems, structural components, equipment, and fixtures comprising part of the Leased Premises in such condition as to minimize the effects of deterioration from age, use, and damage. Tenant shall deliver up peaceable possession of the Leased Premises to Landlord, upon the expiration or any termination of the Lease, in as good repair and condition as they were delivered at the commencement of this Lease, ordinary wear, loss by fire, or unavoidable destruction excepted. Landlord shall not be required to maintain or repair the Leased Premises or maintain, repair, or replace structures, structural components, utility systems, equipment, or fixtures comprising part of the Leased Premises.

C. Tenant shall be responsible for the payment of all utility services, including but not limited to heating, electricity, gas, telephone, water, and sewage. Landlord is not liable for any inconvenience, harm, or damage caused by any stoppage or reduction of services not resulting from Landlord's act, omission, or neglect. Such stoppage or reduction shall not justify or excuse Tenant from paying Rent to Landlord.

D. If Tenant, after receipt of a written notice from Landlord describing Tenant's failure to comply with Tenant's obligations under this Paragraph, fails to commence and substantially correct the conditions described in said notice within the period prescribed therein, Landlord may terminate this Lease or, in its sole discretion, may enter upon the Leased Premises and perform such work as Landlord determines is necessary to correct said condition. The written notice from Landlord, the time period for cure, and any termination for failure to cure shall be in accord with the provisions of Paragraph 30 hereof.

17. STAFF (EQUINE FACILITY)

A. Tenant shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and management of an equine facility to meet the needs of the public. Tenant shall submit a staffing plan to Landlord and obtain Landlord's written approval thereof. Tenant shall provide Landlord with a written list of the names, addresses, and telephone numbers of all employees and shall update said list regularly so that Landlord has a list of all current employees. If Landlord determines that Tenant has not provided a sufficient number of reliable, competent, and qualified staff of legal age for the operation and management of an equine facility covered by this Lease, Tenant shall, immediately upon receipt of written notification from Landlord, correct the staffing deficiencies described in said notice.

B. If it becomes necessary for the Tenant to substitute any management or supervisory staff ("key personnel"), the Tenant will identify the substitute personnel and the work to be performed. The Tenant must provide detailed justification documenting the necessity of the substitution. Resumes must be submitted evidencing that the individual proposed as a substitution has qualifications and experience

equal to or greater than the individual originally proposed or currently assigned. The Tenant shall forward a request to substitute key personnel to the Landlord for consideration and approval. No substitute key personnel are authorized to commence work until the Tenant has received written approval to proceed from the Landlord.

18. COMPLIANCE WITH LAWS

A. Tenant shall, at Tenant's sole cost and expense, in the operation of the Leased Premises and the conduct of any activity thereon, comply with all duly promulgated and applicable federal, State, and local laws, ordinances, rules, and orders affecting Tenant's operations and activities on the Leased Premises.

B. If Tenant is issued a summons or any notice of violation of any duly promulgated and applicable federal, State, or local law, ordinance, rule, or order (including any license, permit, certification, or approval) affecting the Leased Premises or Tenant's operations and activities thereon, Tenant shall immediately forward a copy of the notice or summons to Landlord. Tenant shall have such period of time to correct said violation as is prescribed in the summons or notice. If such violation is not cured within the prescribed period or any extension thereof by the issuing agency, it shall be deemed a material breach of this Lease. Tenant shall indemnify Landlord against all liability, claims, loss, or payment of any kind arising from Tenant's failure or omission to comply with any license, permit, certification, authorization, approval, or any duly promulgated and applicable federal, State or local law, ordinance, rule, or order.

19. SECURITY

Other than areas in which Landlord requires that public access be permitted, which areas are not included as part of the Leased Premises, Tenant shall, at Tenant's sole cost and expense, be responsible for security of the Leased Premises. Landlord shall not be responsible to Tenant, its agents, employees, contractors, or invitees for personal injury, death, and/or loss, damage, or destruction of equipment, supplies, materials, or personal property placed or stored on the Leased Premises.

20. TAXES AND ASSESSMENTS

Tenant shall promptly pay when due all taxes and assessments, together with interest and penalties thereon, which are levied upon or assessed with respect to the Leased Premises or the leasehold estate hereby created. Tenant shall furnish to Landlord within thirty (30) days after written demand therefore proof of the payment of any such tax or assessment. Tenant's obligation under this Paragraph shall not include payment of any "in-lieu" taxes, which are the obligation of Landlord.

21. DEVELOPMENT OF STATE PROPERTY - NO INTERFERENCE WITH STATE PARK - HISTORIC ARTIFACTS

A. This Lease shall not be construed as affecting, limiting, or restricting Landlord's right to develop and use State-owned land adjacent to and adjoining the Leased Premises for public recreation and conservation purposes.

B. If Landlord determines that the Leased Premises are needed by the State for non-equine or non-agricultural purposes, Landlord may terminate this Lease by one-hundred eighty (180) days' written notice served upon Tenant by Certified Mail, Return Receipt Requested. In the event of such termination, Landlord shall not be liable to Tenant or any person claiming by or through Tenant for any losses, damages, costs, expenses, or other claims occasioned by such termination.

C. Tenant shall conduct all operations and activities on the Leased Premises so as not to interfere with, impair, or prevent the development, maintenance, and operation of the State Park and the safe use and enjoyment of the remainder of the State Park by the public.

D. If any historic artifacts or items appearing to be of a historical nature are uncovered or discovered during the course of Tenant's activities on the Leased Premises, Tenant shall immediately

notify the Superintendent of the State Park or the State Park Police Officer on duty. Such historic articles are to be left in place until inspection appropriate State Park Service personnel, who will ascertain their historic significance and issue instructions regarding handling and removal. Such items are the property of the State of New Jersey and shall be surrendered to State Park Service representatives.

22. ACCESS TO LEASED PREMISES

During the Term of this Lease, as the owner of the Leased Premises, Landlord retains the unfettered right to enter the Leased Premises for any reason or no reason at all.

23. SIGNAGE

A. Tenant shall post equine facility liability signs as required by N.J.S.A. 5:15-10.

B. Notwithstanding Subparagraph 23A above, Tenant shall not post or permit or otherwise allow others to post any temporary or permanent signs or advertisements of any description on any of the buildings or structures, or anywhere about the Leased Premises unless said signs or advertisements are first approved by Landlord in writing. Approved "No Trespassing" or similar signs may be posted on the Leased Premises wherever Tenant reasonably deems appropriate.

24. DAMAGE TO PROPERTY

A. In the event of any damage to or destruction of the Leased Premises, any Improvements thereon, or any other State property caused in whole or in part by Tenant, its contractors, agents, servants, employees, or invitees and/or arising in whole or in part from Tenant's failure to implement Sound Farming and Conservation Practices (hereinafter collectively referred to as "Damage"), Tenant shall, at Tenant's sole cost and expense, promptly repair such Damage, unless Landlord determines that it is consistent with Tenant's responsibilities under this Lease and that such Damage should not be repaired. All determinations as to whether Tenant has implemented Sound Farming and Conservation practices shall be made by Landlord on the basis of Tenant's Farm Conservation Plan. If there is no approved plan, Manager shall make this determination with the guidance of the appropriate Soil Conservation District, County Agriculture Development Board, and/or the Rutgers Cooperative Extension. If Landlord determines that such Damage should not be repaired, Tenant shall be responsible to Landlord for the diminution in value of the Leased Premises.

In the event that Tenant, after receipt of a written notice from Landlord describing Tenant's failure to comply with Tenant's obligations under this Paragraph, fails to commence and substantially correct the conditions described in said notice, Landlord may terminate this Lease or, in its sole discretion, enter upon the Leased Premises, and perform such work as Landlord determines is necessary to correct said conditions. Tenant shall, after written demand therefor by Landlord, reimburse Landlord for all costs incurred by Landlord in performance of such work. Landlord shall not be liable to Tenant or any person claiming by or through Tenant for any loss occasioned by the damage or destruction of the Leased Premises and/or any Improvements thereon. This Lease shall not be construed to require or obligate Landlord to cause any Damage to the Leased Premises to be repaired for the benefit of Tenant.

B. All repairs by Tenant of Damage to the Leased Premises and/or any other State property comprising part of the State Park shall be completed in accordance with plans and specifications submitted to and approved by Landlord. The parties shall comply with all the requirements and procedures set forth in Paragraph 14 hereof to the same extent as though the repair is an Improvement.

25. INDEMNIFICATION

A. Tenant shall, for itself, its successors, and assigns, assume all risks and liabilities arising out of Tenant's use, operation, maintenance, and improvement of the Leased Premises. Tenant covenants to defend, protect, indemnify, and save harmless Landlord and hereby releases Landlord and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:

- (i) Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on or about the Leased Premises, any Improvements thereon or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Leased Premises, Improvements, or any part thereof, and construction or repair of any Improvements on the Leased Premises;
- (ii) Violation of any agreement or condition of this Lease by Tenant, its agents, employees, contractors, express or implied invitees, or anyone claiming by or through Tenant;
- (iii) Violation by Tenant of any contracts, agreements, or restrictions of record concerning the Leased Premises;
- (iv) Failure or omission to comply with any insurance policy required under this Lease or any federal, State, or local law, ordinance, rule, or order affecting the Leased Premises or Tenant's use thereof; and
- (v) Any act, error, or omission by Tenant, its agents, employees, contractors, express or implied invitees, or anyone claiming by or through Tenant in the performance of this Lease.

B. Tenant agrees that any contract with its contractors and consultants shall require such contractors and consultants to defend, indemnify, protect, and save harmless Landlord and release Tenant and Landlord and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Leased Premises.

C. Landlord and Tenant shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against Landlord, Tenant, or any of its agents, servants, or employees, it shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.

D. It is expressly agreed and understood that any approval by Landlord of the work performed or reports, plans, and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Lease.

E. Tenant's liability pursuant to this Paragraph shall continue after the termination or expiration of this Lease with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Tenant under this Lease which survive such termination or expiration.

F. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Lease.

G. The provisions of this indemnification clause shall in no way limit the obligations assumed by Tenant under this Lease, nor shall they be construed to relieve Tenant from any liability or to preclude Landlord from taking any other actions available to it under any provisions of this Lease or at law or in equity.

H. All claims asserted against the Landlord by the Tenant shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. Nothing in the Lease shall be construed as a waiver by the Landlord of any warranty, expressed or implied, or any remedy at law or in equity.

I. It is expressly agreed and understood that: (i) any approval by Landlord of the work performed and/or reports, plans and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Lease; (ii) Tenant's liability under this Paragraph

shall continue after the termination or expiration of this Lease; (iii) this indemnification obligation is not limited by but is in addition to the insurance obligations contained in this Lease; and (iv) the provisions of this indemnification clause shall in no way limit the obligations assumed by Tenant under this Lease, nor shall they be construed to relieve Tenant from any liability or to preclude Landlord from taking any other actions available to it under any provisions of this Lease or at law.

26. INSURANCE

A. Tenant shall, at Tenant's sole cost and expense, obtain and maintain at all times during the term of this Lease, insurance for any damages imposed by law and assumed under this Lease of the types and in the amounts hereinafter provided:

- (i) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of Five Million (\$5,000,000.00) Dollars per occurrence as a combined single limit for bodily injury and property damage liability;
- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Landlord in connection with any loss or damage covered by the policy;
- (iii) Worker's Compensation applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease; and
- (iv) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord.

B. Tenant shall require any person providing any service and/or conducting any activity on the Leased Premises, as part of Tenant's operation thereof, to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon, as part of Tenant's operation of the Leased Premises, insurance coverage of the types and in at least the minimum amounts required under Subparagraph A of this Paragraph.

C. All policies of insurance shall provide that the proceeds thereof shall be payable to Landlord and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant in accordance with this Lease shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the State of New Jersey, Department of Environmental Protection as an additional insured.

D. When Tenant returns this Lease, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease. A copy of the certificate of insurance shall be attached to and made part of this Lease as Exhibit F. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease shall render this Lease null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to Landlord prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease. Tenant also

shall provide Landlord with valid certificates of renewal of the insurance upon the expiration of the policies so that Landlord is continuously in possession of current documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease. Tenant also shall, upon request, provide Landlord with copies of each policy required under this Lease certified by the agency or underwriter to be true copies of the policies provided by Tenant. The Tenant shall not allow any contractor or subcontractor to engage in any activity on the Leased Premises without first submitting to Landlord a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Lease. Tenant shall deliver the certificates to Landlord's address as provided in Paragraph 36 of this Lease.

E. Tenant expressly understands and agrees that any insurance protection required by this Lease shall in no way limit Tenant's indemnification obligations assumed in this Lease and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude Landlord from taking such other actions as are available to it under any provision of this Lease and as otherwise provided for at law or in equity.

F. The limits of insurance policies described in this Paragraph shall be reviewed by Landlord and Tenant every two (2) years. Tenant shall increase the limits of said policies to meet changed circumstances, including but not limited to changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

27. REPORT OF INJURY

Any injury which shall occur to Tenant, its servants, agents, or invitees (express or implied) requiring medical intervention of which Tenant is notified shall be reported to Landlord immediately and in writing within twenty-four (24) hours of the incident.

28. ASSIGNMENT OR SUBLEASE

Tenant shall not: (i) sublease the whole or any part of the Leased Premises; or (ii) assign or transfer this Lease or Tenant's responsibilities under this Lease or the operations authorized hereunder without first obtaining Landlord's express written approval thereof and upon such terms and conditions as required by Landlord. Tenant shall notify any prospective assignee, sublessee, or other third party that any assignment, sublease, or contract is void and of no effect unless same is first approved by Landlord. Such assignment, subletting, or contracting shall be in writing, and Tenant shall furnish Landlord with a copy of same and an agreement in writing wherein the assignee, subtenant, or contractor assumes and agrees to be jointly and severally, directly, and primarily liable with Tenant to keep, observe, and perform all of the covenants, conditions, and obligations to be kept, performed, and observed under this Lease on the part of Tenant. Any assignment, sublease, or contract for services made without first obtaining Landlord's express written approval thereof shall be null and void and shall, in the discretion of Landlord, constitute grounds for termination of this Lease.

29. SUSPENSION OF OPERATIONS

Tenant shall, at the direction of Landlord, immediately suspend, delay, or interrupt all or any part of its use and occupancy of the Leased Premises (as Landlord deems appropriate) to protect property and public health, safety, and welfare. The primary reasons for issuance of such an order will be the occurrence of hazardous work conditions or emergency conditions, failure by Tenant to adhere to this Lease, or any other reason where the continuation of operations may detrimentally affect the health, safety, and welfare of persons on site or the public or may detrimentally affect the Leased Premises or neighboring properties. Tenant hereby waives any claim for damages or compensation as a result of Landlord's actions under this Paragraph and this Lease.

30. TERMINATION AND EXPIRATION

A. Tenant shall comply with the terms and conditions of this Lease. Failure to comply and/or the existence of any condition which Landlord determines to be in violation of the terms and conditions hereof shall be considered to be a material breach, in which event Landlord may, in addition to any other right or remedy provided for by law or in equity, terminate this Lease as follows:

- (i) In the event of Tenant's failure to (a) obtain and maintain all the insurance coverage required to be obtained and maintained under this Lease or to provide Landlord with certificates of insurance documenting that Tenant has obtained and is maintaining such insurance coverage; (b) to provide Landlord with current certificates of insurance showing that its contractors or subcontractors have obtained and are maintaining insurance coverage in accordance with the requirements of this Lease; (c) pay when due any Rent, Additional Rent, or other sums required to be paid by Tenant hereunder; or (d) correct any violation described in a notice or summons issued to Tenant under Paragraph 18 of this Lease, and a continuation of such failure under (a), (b), (c) or (d) above for a period of ten (10) days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail Return Receipt Requested, termination shall, in the discretion of Landlord, be effective at the conclusion thereof; or
- (ii) In the event of Tenant's failure to perform or comply with any of the other covenants, agreements, and conditions herein contained and a continuation of such failure for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail, Return Receipt Requested, termination shall, in the discretion of Landlord, be effective at the conclusion thereof.

B. Tenant shall have the right to terminate this Lease upon ninety (90) days' written notice served upon Landlord by Certified Mail, Return Receipt Requested. Said notice shall include a comprehensive explanation and justification of Tenant's reasons for not continuing operations under this Lease. Within forty-five (45) days of receipt of Tenant's notice, Landlord and Tenant shall determine whether the reasons for termination can be resolved to their mutual satisfaction. In the event that Tenant and Landlord determine that said reasons cannot be resolved, termination shall become effective ninety (90) days after Landlord's receipt of the notice.

C. Termination of this Lease by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this Lease as of the date of such termination.

D. Tenant shall deliver up peaceable possession and use of the Leased Premises to Landlord upon any termination or expiration of this Lease in at least as good condition as it was delivered at the commencement of this Lease.

E. This Lease shall not be terminated without providing sufficient time for Tenant to harvest his crops that he has already except where there has been a material breach by Tenant.

F. In the event that Tenant has enrolled the Leased Premises in a subsidized program pursuant to Paragraph 13 herein, and this Lease is terminated prior to fulfilling the terms of enrollment in the subsidized program, Tenant shall be solely liable for all costs and repayment of funds associated with early withdrawal from the subsidized program.

31. BANKRUPTCY

If, during the Term of this Lease, Tenant shall make any assignment for the benefit of creditors, be decreed insolvent or bankrupt, admit in writing Tenant's inability to pay its debts, or if a receiver be appointed for Tenant, then Landlord may, at Landlord's option, terminate this Lease by serving a notice thereof upon the assignee, receiver, trustee, or person in charge of Tenant's affairs. Such termination shall not release or discharge any payment of rent or liability then accrued and owing to Landlord.

In the event the Tenant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Tenant agrees to furnish written notification of the bankruptcy to Landlord with a copy to the Attorney General's Office. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and the name(s), addresses, and telephone numbers of the attorney or firm handling the bankruptcy. This obligation remains in effect until final payment is made under this Lease.

32. CREATION OF LIENS OR ENCUMBRANCES BY TENANT

A. Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon any interest of Landlord in the Leased Premises or in the buildings or Improvements thereon; it being agreed that should Tenant cause any alterations, rebuilding, replacements, changes, additions, Improvements, or repairs to be made to the Leased Premises or the buildings thereon or labor performed or material furnished therein, thereon, or thereto, neither Landlord nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, Improvements, repairs, labor, and material shall be made, furnished, and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to the contractors, laborers, and materialmen furnishing and performing such labor and material.

B. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Leased Premises, any buildings, or any Improvements thereon, or against Landlord (whether or not such lien, charge, or order is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof.

C. Tenant shall, upon completion of any Improvement, provide Landlord with a signed copy of any and all liens, which shall indicate that all contractors have been paid and all liens have been discharged.

33. NO DISCRIMINATION - AMERICANS WITH DISABILITIES ACT

A. Tenant shall not discriminate against any person, employee, or applicant for employment because of age, national origin, race, creed, color, disability, sex, or sexual preference. This provision shall include but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.

B. Tenant shall not discriminate on the basis of age, national origin, residence, race, creed, color, disability, sex, or sexual preference in allowing the public access to and use of the Leased Premises.

C. Tenant shall make all facilities and programs accessible to the disabled in compliance with the Architectural Barriers Act of 1968, 42 U.S.C.A. 4151 et seq., Title VI Civil Rights Act, Section 504, Americans With Disabilities Act, 42 U.S.C.A. 12101 et seq., and the New Jersey Barrier Free Subcode, N.J.A.C. 5:23-7 et seq., all as are now in effect and subsequently amended.

34. SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Lease in violation of the provisions of N.J.S.A. 52:34-19 and that the laws of the State of New Jersey relating to the procurement and performance of this Lease have not been violated by any conduct of Tenant, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

35. HOLDOVER TENANCY

If Landlord permits Tenant to remain in possession of the Leased Premises after expiration of this Lease without executing a new lease, Tenant shall occupy the Leased Premises subject to all the terms, covenants, and conditions contained in this Lease unless modified by a subsequent lease amendment and/or extension. Such holding over by Tenant shall not constitute a renewal or extension of this Lease. Landlord may elect to treat Tenant as one who has not removed at the end of its term and thereupon will be entitled to all the remedies against Tenant provided by law.

36. NOTICES

A. All submissions, approvals, and notices required under this Lease shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

TO LANDLORD: State of New Jersey
Department of Environmental Protection
Office of Leases
501 East State Street
P. O. Box 404
Trenton, New Jersey 08625

Copy to: State of New Jersey
Department of Environmental Protection
Superintendent, Kittatiny State Park
P.O. Box 621
Andover, New Jersey 07821-0621

TO TENANT:

Either party may change such address by mailing to the address above a notice of change at least ten (10) days prior to such change.

37. SUPERSEDES - ENTIRE AGREEMENT - AMENDMENTS

This Lease supersedes and cancels all previous leases covering the Leased Premises and represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein. This Lease may be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto in writing.

38. WAIVER - CUMULATIVE REMEDIES - GOVERNING LAW

A. Failure of either party to this Lease to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party, at any time, be it express or implied, of breach of any provision of this Lease shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two (2) or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Lease with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

B. This Lease shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

39. PEACEFUL ENJOYMENT

Landlord agrees that Tenant, upon paying the Rent and performing the covenants contained herein, shall peaceably and quietly have, hold, and enjoy the Leased Premises for the above stated Term.

40. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Lease, and no person, firm, or entity not a party to this Lease shall be entitled to claim any right, benefit, or presumption from or estoppel by this Lease.

41. INDEPENDENT PRINCIPAL

Tenant shall, at all times, act as an independent principal and not as an agent or employee of Landlord. Tenant agrees not to enter into any agreement or commitment on Landlord's behalf.

42. SUCCESSION AND BINDING EFFECT

Except as otherwise set forth herein, all of the terms and provisions of this Lease shall be binding upon and shall benefit Landlord's successors and assigns and Tenant's heirs, executors, administrators, successors, and assigns.

43. STATE HOUSE COMMISSION APPROVAL

This Lease shall not be effective unless Landlord obtains from the State House Commission evidence that the State House Commission has approved the execution of this Lease for the purposes and subject to the terms and conditions herein provided.

44. CORPORATE STATUS AND RESOLUTION (IF APPLICABLE)

When Tenant returns this Lease, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with: (i) a copy of Tenant's current certificate of incorporation on file with the Secretary of State and a certificate of standing issued by the Secretary; and (ii) a certified copy of the resolution adopted by the Board of Directors of Tenant authorizing the execution of this Lease by Tenant for the purposes and subject to the terms and conditions set forth herein, which is attached to and made part of this Lease as Exhibit G. Annually on the anniversary of the Effective Date, Tenant shall submit to Landlord a current certificate of standing issued by the Secretary

45. EXEMPT ORGANIZATION (IF APPLICABLE)

A. Tenant shall, during the Term of this Lease, comply with the definition of an exempt organization, as defined in Section 501(c)(3) of the Internal Revenue Code of 1954 as amended, and shall comply with all provisions of said Code and regulations promulgated thereunder in order to maintain said exempt status. If Tenant's annual revenue is Twenty-five Thousand (\$25,000.00) Dollars or greater, Tenant shall, prior to the Effective Date and annually on the anniversary thereof, submit to Landlord determination letters from the Internal Revenue Service relating to Tenant's exempt status and compliance with pertinent statutes and regulations.

B. Prior to the Effective Date hereof, Tenant shall submit to Landlord a certified copy of Tenant's current Certificate of Incorporation as a non-profit corporation. Tenant shall not amend, modify, or otherwise change the Certificate of Incorporation without first submitting the proposed amendment, modification, or change to Landlord for comment. Landlord shall have a period of thirty (30) days to review any proposed amendment, modification, or change before same can become effective.

46. NEGOTIATED DOCUMENT

Each and every provision of this Lease has been independently, separately, and freely negotiated by the parties as if this Lease were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

47. PAY TO PLAY (IF APPLICABLE)

A. This Lease is subject to the provisions of P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13 et seq.), and compliance with said statute shall be a material term and condition of this Lease.

B. Tenant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Tenant received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Tenant's responsibility to determine if

filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

48. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Lease, Tenant agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150. Tenant also agrees to comply with 42 USC, Section 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and Section 9604 (g)(1), the Tenant must comply with the federal requirements.

The Tenant’s signature on this Lease is a guarantee that neither Tenant nor any contractors Tenant employs to perform work required under this Lease has been suspended or debarred by the Commissioner, Department of Labor for violation of the Prevailing Wage Act, P.L. 1963, Chapter 150.

49. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term and provision of this Lease, shall be valid and enforced to the fullest extent permitted by law.

50. ATTACHMENTS

The following are attached to and made a part of this Lease:

- Exhibit A – Request for Proposal
- Exhibit B – Winning Bidder’s Proposal
- Exhibit C - Lease Map
- Exhibit D - Pre-existing Conditions
- Exhibit E – Management Plan, including Farm Use Plan
- Exhibit F - Certificate of Insurance
- Exhibit G - Certified copy of Resolution (if applicable).

51. HEADINGS

The paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease on the date herein below set forth.

**LANDLORD:
STATE OF NEW JERSEY
Department of Environmental Protection**

By: _____
Amy Cradic, Assistant Commissioner
Natural and Historic Resources

Date: _____

ATTEST:

By: _____

Date: _____

TENANT

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

This Lease has been reviewed and approved as to form by:

Attorney General
State of New Jersey

By: _____

Deputy Attorney General

Date: _____

STATE HOUSE COMMISSION CERTIFICATION

I HEREBY CERTIFY that, on _____, this Lease between the Department of Environmental Protection, Division of Parks and Forestry as Landlord and _____ as Tenant was approved by the State House Commission.

Date: _____ By: _____
Secretary