

L E A S E

THIS LEASE made the 15th day of April, 19 57 between
MIDVALE CAMP CORPORATION, a corporation organized under the laws of the State of
New Jersey, with its principal offices at Wanaque, in the County of Passaic, State
of New Jersey, hereinafter called the Lessor, and Rox Kuhl
residing at 269 Kosciuszko Street
in the City of Brooklyn State of New York
called the Lessee hereinafter,

W I T N E S S E T H:

1. The lessor has let unto the said lessee and the said lessee has hired
from the said lessor that lot or parcel of land designated as lot No. 47
consisting of 2820 square feet on a certain map of property located in the
Borough of Ringwood, in the County of Passaic, State of New Jersey, which map the
lessee has examined and to which he has affixed his signature, and which said map
is filed with the lessor and which property is owned by lessor and operated as a
camp.

2. Said letting and hiring is for a term to commence on the 15th day of
April 1957 and to end on the death of the lessee. However, every three years
from the date of this lease the lessor shall have the right to renegotiate paragraph
4 of this lease.

3. If the lessee herein be a husband and wife, this leasehold shall be
deemed a joint tenancy and not a tenancy in common and upon the death of either of
them the unexpired term of this lease automatically devolves to the survivor, and
and the termination provided for in paragraph 2 above shall occur on the death of
the survivor.

4. The lessee shall pay an annual rent of \$.01 (1¢) per square foot,
which shall be payable in advance on the 1st day of April each year during the
term of this lease; provided, however, that in the event the basic tax rate or the
assessed valuation of the total camp property shall be increased or decreased more
than twenty per cent., (exclusive of any increase in the assessed valuation due to
the erection of bungalows by the lessor) then and in that event the rent fixed
herein shall be increased or decreased in proportion to such increase or decrease
in the basic tax rate or assessed valuation of the camp property.

5. The lessee does hereby covenant and agree to pay, in addition to the annual rent provided for in paragraph 4 hereof, the portion of the taxes which are assessed against the lessor because of the leased premises herein and any improvements thereon. Such portion shall be determined by the board of directors of the lessor, based on the tax rate, and shall be the sum total of the rate times the assessed value of the bungalow and improvements. It is further agreed that said tax shall be due and payable together with the rental as aforementioned, upon presentation of a statement by the lessor and shall be deemed to be part of the rental required to be paid by the lessee to the lessor in said paragraph 4 hereof; and the lessor shall have the same rights and remedies for the collection of such taxes as it has for the collection of rent, and for the purpose of this agreement the said taxes shall be deemed additional rent.

6. Wherever the term "taxes" is used herein, it shall be construed to mean real property taxes of any governmental body or subdivision thereof, whether the same be for school, town, county, state, or federal.

7. The said land and premises shall not be used for any business purposes nor as a hotel, motel, tourist house, rooming house, camp, or similar activity, provided, however, that the said restrictions shall not prevent the visitation of friends and acquaintances of the lessee of the premises, provided such visitations are not on a regular commercial basis, nor shall the said restrictions prevent the carrying on of personal business activities of the lessee of the said premises, such as carpentry, painting, photography, or other personal craft or artistic occupation, which does not interfere with the business of the lessor in owning and running and maintaining a camp on its property, provided such personal business activities are carried on solely by the lessee of the premises or his immediate family.

8. That the lessee shall take good care of the premises and improvements and shall at his own cost and expense make all repairs and improvements and at the end or other expiration of the term shall deliver up the leased premises with all improvements in good order or condition, damages by the elements and ordinary use, wear, and tear excepted.

9. That the lessee shall not assign this lease nor let or underlet or underlease the premises or any part thereof, unless permission is given in writing by the Midvale Camp Corporation.

10. The lessee agrees to make no structural improvements without consent of the lessor in writing; the lessee agrees that he will not destroy any live trees, now standing on the demised premises, without the written consent of the

lessor, and he will dispose of rubbish, garbage, or discarded household articles at such dumping grounds as are assigned for that purpose by the lessor; and the lessee agrees to conduct himself in an orderly manner and to comply with all rules and regulations of the lessor applicable to lessees of camp property.

11. That the lessee shall have all the rights and privileges to the use of the camp enterprises and facilities established by the lessor for the promotion of social, cultural, athletic, and recreational activities, so long as they shall be maintained by the lessor, upon condition that lessee and his guests agree to be bound by all rules and regulations of the lessor in its camp operations.

12. The lessee shall have the right of ingress and egress to the demised premises over a right of way to be designated by the lessor, which right of way shall not be made unreasonably difficult or round about, it being further understood that this right of ingress and egress shall terminate upon re-entry by the lessor, or upon the termination of this lease. Right of ingress and egress shall include vehicles, both personal and those reasonably required for maintenance and guests. The right of ingress and egress shall be subject to any reasonable traffic code provided for by the lessor for its premises generally.

13. It is expressly understood and agreed that when and if the lessee fails to pay the rent, or additional rent as herein defined, or any part thereof, within a period of sixty days following the due date, the lessee will then be in default, or if, without the written consent of the lessor, the lessee shall sell, assign, or mortgage this lease, or if default be made in the performance of any of the covenants and agreements of this lease contained on the part of the lessee to be performed, or if the lessee shall file a petition in bankruptcy, or be adjudged a bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the lessor may, if it so elect, at any time thereafter terminate this lease and the terms thereof, giving to the lessee thirty days' notice in writing by Registered Mail, both to the address of the leased premises and to any other address designated in writing by the lessee of its intention to do so, and on the giving of such notice this lease and the term of this lease shall terminate, expire, and come to an end on the day fixed in said notice as if that date were originally fixed in this lease for termination or expiration thereof, and it shall then be lawful for the lessor to re-enter the said premises and the same to have again, repossess, and enjoy, in accordance with any law of the State of New Jersey applying thereto.

14. Upon the termination of this lease upon death as provided for in paragraph 2 herein (but not in the event of termination for any other reason,

except in the event of sale of the premises to the Midvale Camp Corp.), the estate of the lessee shall be entitled to be paid for the then fair value of the improvements upon the premises, including the bungalow and other structure and the garden, if any, in accordance with the following standards and procedures:

a. The lessor and the executor, administrator, or legal representative of the lessee shall enter into negotiation in a spirit of mutual cooperation for the purpose of fixing such value, taking into account the cost of the improvements made to the premises by the lessee, on the one hand, and the period of time during which the lessee had enjoyed the use of the premises, on the other hand, but excluding the value of the land itself.

b. If both parties cannot agree on a fair value, then the lessor shall select an arbitrator at the lessor's expense and the lessee's representative shall select an arbitrator at his expense. Both arbitrators shall attempt to reach a mutual agreement on a fair value for the said improvements, in accordance with the foregoing criteria. If such an agreement cannot be reached, then both arbitrators shall select a third arbitrator, whose fees and expenses will be equally shared, and the three arbitrators shall hear both parties and fix a fair value upon the said improvements in accordance with the foregoing criteria. The decision of the arbitrators shall be final and the lessor shall be obligated to pay such fair value. If the two arbitrators cannot agree upon a third arbitrator, then either party may apply to any court of appropriate jurisdiction of the State of New Jersey to select such third arbitrator. The expenses of said application and all legal expenses shall be shared equally.

c. The lessor agrees to pay the value agreed upon or fixed by arbitration within one year from the date the same is determined. However, in the event more than one lessee of the lessor shall die in any single 12 month period, then the lessor shall have an additional year to pay the estate of each later deceased lessee, it being the purpose of this provision to protect the lessor against any unusual and burdensome demand upon its resources.

15. The lessee, at his option, may terminate this lease at any anniversary date by giving written notice thereof by Registered Mail to the lessor at least 60 days prior to such date. The lessee shall be entitled to be paid for the then fair value of the premises according to the standards and procedures as outlined in paragraph 14 a.b. and c. Thereupon and upon the lessee paying all rent and additional rent due and performing all covenants herein contained, the lessee shall be relieved of all further obligations under this lease.

16. Upon termination of this lease the lessor shall have the right to reenter, repossess, and enjoy the demised premises.

17. It is expressly understood and agreed by and between the parties to this agreement that the lessor shall not be liable for any damage or injury which may be sustained by the lessee, members of his family, guests, or any other person using the demised premises for any reason whatsoever. The lessee agrees to hold the lessor harmless from any suits or claims which may arise by reason of any damage or injury sustained by the lessee, members of his family, guests, or any other person using the demised premises, for any reason whatsoever, and the lessee further agrees to indemnify the lessor for any litigation expenses, judgments, or costs which the lessor might incur or which may be rendered against it for such damage or injury.

18. The said lessor covenants that the said lessee, on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

19. This lease supersedes any previous lease entered into between the parties hereto, which is hereby recognized upon the execution of this lease as of no further force and effect.

20. It is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, assigns, and legal representatives.

21. The term "lessee" as used herein includes both husband and wife, if named as such, and the survivor of them, and where appropriate, their executor, administrator, or legal representative.

22. It is agreed that no assessment or special tax for whatsoever purpose except as hereinbefore provided shall be levied against the lessee by the lessor.

23. This lease shall not be a lien against any of the premises of the Midvale Camp Corp. in respect to any mortgages that now are on or that hereafter may be placed against the said premises, and the recording of any such mortgage shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording.

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



CORPORATE SEAL

Acknowledgment by Lessor

Acknowledgment by Lessee

MIDVALE CAMP CORPORATION, Lessor

by Ethyl Kueckler

_____ Lessee

_____ Lessee