



Record and Return to:

Prepared by Dan Reiss, Esq.

Dan Reiss, Esq.
Fribish Reiss, LLP
416 Village Blvd., Suite 200
Princeton, NJ 08540

Agreement Regarding Use of Easement

This Agreement Regarding Use of Easement ("Agreement") made this 8th day of August, 2016 by and among:

The Waxwood, LLC, a New Jersey limited liability company, having a business address at 190 Witherspoon Street, Princeton, NJ 08540, hereinafter referred to as "Waxwood," and

190 'Spoon, LLC a New Jersey limited liability company, having a business address at 190 Witherspoon Street, Princeton, NJ 08540, hereinafter referred to as "Spoon," and

Robinhood Plaza, Inc., a New Jersey corporation having a business address at c/o Stieber and Veloric, 160 South Livingston Avenue, Livingston, NJ 07039, hereinafter referred to as Robinhood.

WITNESSETH

WHEREAS, Waxwood and Spoon have heretofore entered into a Deed of Easement and Restrictions for Shared Parking dated October 26, 2012 and recorded in the Office of the Mercer County Clerk, in Deed Book 6158, Page 1777, et seq. (the "Easement"), which Easement granted Spoon certain parking rights within a parking area owned by Waxwood (the "Parking Lot") located upon 35 Quarry Street, Princeton, NJ, also known as Block 17.03, Lot 93 on the Princeton Tax Map for use by the property described as 190 Witherspoon Street, Princeton, NJ, also known as Block 15.01, Lot 25.01 on the Princeton Tax Map; and

WHEREAS, the Easement permits the parties to enter into further agreements regarding payment for the use of the easement, parking lot maintenance indemnification and other such matters and the parties wish to enter into such further agreement, which shall apply to the parties hereto and any heirs, successors and assigns of Spoon that may use the Easement; and

WHEREAS, Robinhood is the contract purchaser of the property that includes the Parking Lot which is subject to the Easement and would not purchase such property without the

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assurances provided in this agreement and Waxwood and Spoon wish to make sure that these assurances are in place prior to the sale of the property:

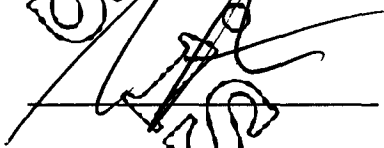
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the adequacy of which is deemed satisfactory by all parties, the parties agree as follows:

1. Spoon or any successor's ("Lessee") use of the Parking Lot shall be subject to the terms of a lease (the "Lease"). Among other things, the Lease shall set forth such terms and conditions for use of the Parking Lot, including but not limited to:
 - a. Rent to be paid in an amount set forth in the Lease that is satisfactory to Robinhood and Spoon,
 - b. There shall be limitations of hours of use, restricting use to normal business hours with the exception of the parking spaces for four residential units within Spoon's development known as 190 'Spoon,
 - c. There shall be restrictions on the type of vehicle that use the Parking lot, limiting it to cars and small pickup trucks and vans that fit within the lines of the parking spaces.
 - d. Lessee and Robinhood shall cooperate to relocate Spoon's use of the Parking Lot during periods of repair of the Parking Lot or construction of any structure thereon;
 - e. Lessee shall not to use the Parking Lot during periods in which it is in default of the Lease or the requirements of this Agreement;
 - f. The Lease shall be for terms of three (3) years, which shall be successively renewable with rent and other provisions to be renegotiated at such time; except that the terms of the initial lease shall continue during the term of the Master Lease between Spoon and Waxwood Property Management; and Lease must be in effect at all times in which Lessee uses the Parking Lot, which lease shall provide for, in addition to the requirements set in this Agreement for Spoon to provide insurance, indemnification and hold-harmless relief to both Waxwood.
2. In the event that Waxwood, Robinhood or their successors in interest provide an alternate location for the Spoon within a reasonable distance to Spoon's property, then Spoon agrees to cooperate with Waxwood to including making any necessary applications to the appropriate agencies of the Municipality of Princeton to approve of the relocation and to extinguish the Easement without requiring payment from Waxwood or Robinhood.
3. This Agreement does not modify or alter any rights of the Municipality of Princeton under the Easement.

4. This Agreement shall remain in effect as long as the Easement remains in effect and shall be effective as to all parties and their heirs, successors, and assigns; this Agreement shall run with the land for as long as the Easement remains in place.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first set forth above.

WITNESS:

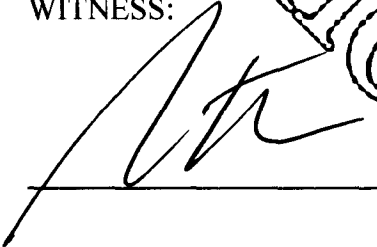


THE WAXWOOD, LLC

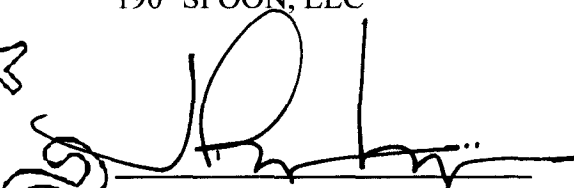


By: J. Robert Hillier

WITNESS:



190 'SPOON, LLC



By: J. Robert Hillier

WITNESS:



ROBINHOOD PLAZA, INC.


By: Avner Nette

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I, CERTIFY that on August 8th, 2016:

J. ROBERT HILLIER, personally came before me and stated under oath to my satisfaction, that:

- (a) he is the managing member of THE WAXWOOD, LLC, a New Jersey limited liability company, which is a party to this agreement;
- (b) he is authorized by the limited liability company to sign and deliver this agreement on behalf of the limited liability agreement; and
- (c) this Agreement was signed and delivered by the limited liability company as its voluntary act and deed.

Signed and sworn to before me on August 8th, 2016

Paula M. Evers

 Paula M. Evers
 Attorney at Law
 State of NJ

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I, CERTIFY that on August 8, 2016:

J. ROBERT HILLIER, personally came before me and stated under oath to my satisfaction, that:

- (a) he is the managing member of 190 'Spoon, LLC, a New Jersey limited liability company, which is a party to this agreement;
- (b) he is authorized by the limited liability company to sign and deliver this agreement on behalf of the limited liability agreement; and
- (c) this Agreement was signed and delivered by the limited liability company as its voluntary act and deed.

Signed and sworn to before me on August 8, 2016

Paula M. Evers

 Paula M. Evers
 Attorney at Law
 State of NJ

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I, CERTIFY that on August 8 2016:

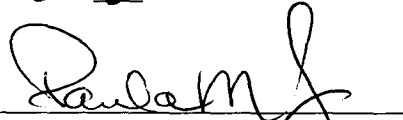
AVNER NETTER, personally came before me and stated under oath to my satisfaction, that:

(a) he is the Vice President of Robinhood Plaza, Inc., a New Jersey corporation, which is a party to this agreement;

(b) he is authorized by the corporation to sign and deliver this agreement on behalf of the corporation; and

(c) this Agreement was signed and delivered by the corporation as its voluntary act and deed.

Signed and sworn to before me on
August 8, 2016



Paula M. Mason
Attorney at law
State of NJ