

LEASE

LANDLORD: Peekskill Heights, Inc.,
TENANT: Rodrigo Hernandez

PREMISES: 1101-1109 Main Sreet
Peekskill, NY 10566

Tenant's Initial:

A handwritten signature, likely "R. Hernandez", is written inside an oval shape.

THE HEIGHTS MANAGEMENT COMPANY

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This indenture of lease, made as of the 25 day of September 2009, by and between Peekskill Heights, Inc. with offices at 369 East 62nd Street, New York, N.Y. 10021, (known hereinafter as the "Landlord"), and Rodrigo Hernandez SS#110-74-4950 with offices at 185 Main Street, Ossining, New York 10562 (known hereinafter as the "Tenant").

WITNESSETH:

Whereas, Tenant is desirous of leasing from Landlord and Landlord is desirous of leasing to Tenant certain premises hereinafter described, upon the terms, covenants and conditions set forth herein,

NOW THEREFORE, it is agreed as follows:

Article 1

GRANT AND TERM

Section 1.1 Demised Premises

In consideration of the rents hereinafter reserved and all the terms, conditions, covenants and agreements hereinafter contained, Landlord hereby leases and demises to Tenant and Tenant hereby hires and takes from Landlord the premises (the "Demised Premises") located in the shopping center known as the Crossroads Plaza situated in the City of Peekskill, State of New York (the "Shopping Center"), that are designated as **Store Number 08** on the plot plan annexed hereto as Exhibit A, said Demised Premises also being known as **1101-1109 Main Street, Peekskill, NY 10566**. The Demised Premises consists of approximately **3,080.00** rentable square feet. The Demised Premises extend to the exterior face of all exterior walls and to the Center line of those walls separating the Demised Premises from other leased premises in the Shopping Center. The Demised Premises are leased by Landlord to Tenant together with all fixtures, equipment, improvements, installations and appurtenances which at the commencement of or during the term of this Lease are attached thereto (except items that are removable by Tenant as hereinafter provided) and together with the use in common of the common areas as hereinafter provided but subject to the terms, covenants, and conditions of this Lease.

Exhibit A sets forth the general layout of the Shopping Center but shall not be deemed to be a warranty, representation or agreement on the part of the Landlord that the Shopping Center will continue to be exactly as indicated on said plot plan. Landlord shall have the right, in its sole discretion, to change the name of the Shopping Center to whatever name it chooses.

Section 1.2 Term

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To have and to hold the Demised Premises for the term of **Six (6) year** to commence on the **1st day of November 2009** and to expire on the **31st day of October 2015**.

Article 2 CONDUCT OF BUSINESS BY TENANT

2.1 Use And Restriction

Tenant shall use the Demised Premises solely for **Spanish Resaurant** and shall not allow the use of the Demised Premises for any other purpose.

2.2No Tenant Parking

Tenant covenants and agrees that neither Tenant nor any employees of Tenant shall use the parking areas in the Shopping Center for the parking of their personal vehicles except in an area designated by Landlord for that purpose. Neither Landlord nor Tenant nor anyone holding under or through either of them shall charge for the use of the foregoing facilities by the other or by the customers, invitees or business guests of Landlord or Tenant or of anyone else hereinafter granted the rights to use said facilities existing at the Shopping Center, nor will Landlord or Tenant permit anyone else to charge for any such use. Landlord agrees not to grant any further exclusive use of any portion of the parking area to any tenants in the shopping center.

2.3No Pornography or Gambling

Tenant agrees that in no event shall the Demised Premises be used for (i) the sale of pornographic or erotic materials or merchandise, (ii) the exhibition of motion pictures, television shows or other types of theatrical entertainment of a pornographic nature; (iii) entertainment of any nature in which nude actors, actresses or other performers perform or are exhibited to the public; (iv) any other use which promotes pornography or eroticism; wagering or gambling of any manner or description. Tenant shall not do or allow others under its control to do any act which may impair the appearance, character or reputation of the Shopping Center, or cause or be likely to cause adverse publicity to the Landlord of the Shopping center. Tenant agrees that Landlord's judgment in respect to what does or does not constitute pornography or eroticism, gambling or wagering, or does or may impair the appearance, character or reputation of the Shopping Center, or will cause or be likely to cause adverse publicity to Landlord, shall be determinative of the matter. In addition to such other rights and remedies as Landlord may have, Landlord shall be entitled to seek injunctive relief and/or to cancel this Lease on ten (10) days notice, without Tenant having the right to cure, and the Tenant shall vacate the premises as provided herein. Landlord's decision with regard to this clause is final and not subject to review by any court or other tribunal.

2.4Rubbish Removal

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Tenant agrees that it will contract with the firm designated by Landlord for the carting and removal of rubbish from the Demised Premises, and Tenant shall pay the cost thereof. Tenant further agrees that Tenant, at Tenant's sole expense, shall keep the sidewalks in front of and to the rear of the Demised Premises clear of ice, snow and rubbish at all times.

2.5 Window Cleaning

Tenant agrees that it will contract with the firm designated by Landlord for the periodically scheduled washing of windows on the Demised Premises, and Tenant shall pay the cost thereof.

2.6 No Liability

Landlord shall not be liable for any damages resulting from the failure of the water supply, electric current, or any other utility to the Demised Premises nor shall it be liable for any loss or damage by reason of any change in the grade of any street or in change of the neighborhood or any approach to the Demised Premises or any change or outside of the Shopping Center and the same shall not be construed as a constructive eviction.

2.7 Sprinklers

Anything elsewhere in this Lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the federal, state or city government requires or recommends the installation of a sprinkler system or any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied to an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures or other contents of the Demised Premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by a fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature.

2.8 Glass

Tenant shall replace, as soon as practicable and at Tenant's expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Demised Premises. Should Tenant fail to do so within a reasonable time, Landlord may do so at Tenant's expense, and any and all bills therefore shall be immediately due and payable by Tenant when rendered and the amount thereof shall be deemed to be, and be paid as, additional rent hereunder.

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2.9 HVAC

Tenant shall retain a reputable HVAC contractor to service the system two (2) times per year. Tenant shall provide Landlord with proof of HVAC service and maintenance agreement within 90 days of the signing of this Lease. Landlord shall provide a operating HVAC system upon commencement of this Lease.

Article 3 RENT

3.1 Payment of Rent

All rent, additional rent and any other charges payable to Landlord under any provision of this Lease shall be paid to the Landlord in lawful money of the United States that is legal tender for the payments of all debts, public and private, at the time of payment. Payment shall be made to Landlord at the address for the Landlord appearing above or as Landlord may designate from time to time in a notice given to Tenant in the manner hereinafter set forth. Rent shall be payable in equal monthly installments in advance on the first day of each and every calendar month during the term of this lease, except that Tenant shall pay the rent for one full month on the execution and delivery of this lease. If the term of this lease commences on other than the first day of a month, any excess of said payment over the pro rated rent for the balance of the month in which the term of this lease commences shall be applied to the rent due in the month immediately following the month in which the term of this lease commences. Tenant shall pay the additional rent and any other charges due hereunder as hereinafter provided.

Tenant does hereby covenant and agree promptly to pay the rent, additional rent and any other charges herein reserved as and when the same shall become due and payable, without demand therefor, and without any setoff or deduction, except as otherwise expressly provided in this lease. Tenant does hereby further covenant and agree to keep and perform, and to permit no violation of, each and every one of the covenants, agreements, terms, provisions and conditions herein contained on the part of and on behalf of the tenant to be kept and performed.

3.2 Basic Rent

The rent for the Demised Premises (the "Basic Rent"), which is payable as provided above, shall be as follows:

Year	Dates	Rent	Monthly	Additional Rent
1.	11/01/09 - 10/31/10	\$64,200.00	\$5,350.00	Triple Net
2.	11/01/10 - 10/31/11	\$66,000.00	\$5,500.00	Triple Net
3.	11/01/11 - 10/31/12	\$69,000.00	\$5,750.00	Triple Net
4.	11/01/12 - 10/31/13	\$72,000.00	\$6,000.00	Triple Net
5.	11/01/13 - 10/31/14	\$70,102.92	\$5,841.91	Triple Net

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6. 11/01/14 - 10/31/15 \$66,000.00 \$5,500.00 Triple Net

3.3 Familiarity and Miscellaneous Charges

Tenant has made a complete inspection of all utilities and the entire demised premises and accepts same "as is" except the following: Tenant shall leave the premises in the same condition.

Rent is due on the 1st of each month. If for any reason the payment is received later than the 5th day of the month, then a 5% late charge must accompany payment, if received later than the 10th of the month then a 10% charge must accompany payment. If the charge does not accompany payment, then the Tenant will be billed said charge the following month in the category of "arrears". The late charge will be deemed as additional rent and paid by the Tenant when billed by the Landlord.


If Tenant's rent payments are returned from bank due to insufficient funds or for any other reason, then there will be a \$75.00 charge reflected on the following month's rent notice. This "returned check charge" will be deemed as additional rent and be payable by the Tenant to the Landlord when billed.

If for any reason the Landlord requires the use of his legal representative, there will be a minimum charge to the tenant of \$250.00. This charge will be deemed additional rent and be payable by the tenant when billed by the Landlord.

3.4 Additional Rent - Common Facilities, Maintenance and Utility

Tenant shall pay to Landlord, as additional rent and in the manner provided in paragraph 3.1 and 3.6 hereof, **pro rata share (6.3%)** of the amount of the annual cost (i) of maintaining, repairing and cleaning the entire parking area, roof and other common areas in the Shopping Center, (ii) of keeping said parking area free of snow, ice, dirt, rubbish, (iii) of maintaining, repairing and replacing the lighting fixtures, equipment and bulbs that illuminate the parking area and other common areas (including but not limited to any signs advertising or identifying the Shopping Center) in the Shopping Center, (iv) of the electricity consumed in lighting the parking area and other common areas (including any areas referred to above), (v) of maintaining insurance on the common areas, (vi) of erecting and maintaining signs for cooperative advertising, and (vii) of providing security for the Shopping Center, and (viii) of all other expenses relating to the common areas mentioned in Article 5 hereof or elsewhere in this lease. (ix) management fees for the shopping center, (x) any capital improvements incurred in the center.

Tenant's rate shall be determined by dividing the number of rentable square feet in the Demised Premises by the total number of rentable square feet in all of the buildings in the Shopping Center as said Shopping Center exists at the time of any such

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determination, and the fraction so obtained shall be multiplied by the monthly costs referred to above. In the event another tenant in the Shopping Center has agreed to pay for the entire cost of any of the foregoing items, Tenant agrees to reimburse said tenant or whoever else pays said costs, promptly, at the direction of Landlord, for Tenant's share of said costs upon receipt of a bill from Landlord therefor.

3.5 Additional Rent - Taxes

Tenant shall pay to Landlord as additional rent and in the manner provided in paragraph 3.1 hereof a ~~pro-rata share (6.3%)~~ of the annual taxes affecting the Shopping Center. Tenant's share shall be determined by dividing the number of rentable square feet in the Demised Premises by the total number of rentable square feet in all of the buildings in the Shopping Center as said Shopping Center exists at the time of any such determination, and the fraction so obtained shall be multiplied by the annual taxes affecting the Shopping Center. For the purposes of this paragraph, "taxes" shall include (a) all real estate taxes, assessments, and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof which shall or may during the term of this Lease be levied, assessed, imposed, become due and payable, or liens upon, or arise in connection with the use, occupancy or possession of, or grow due or payable out of, or for, the Shopping Center or any part thereof, or any land, buildings or other improvements thereon and (b) any water and sewer charges, assessments or impositions relating to or arising from the parking areas and other common areas in the Shopping Center. "Taxes" shall not include, however, any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed during the term of this Lease. The methods of taxation prevailing at the commencement of the term of this Lease shall be altered so that in lieu of or as a substitute for the whole or any part of the taxes now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by the Landlord from the Shopping Center or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Shopping Center or any portion thereof, then the same shall be included in the computation of Tax Rent hereunder, computed as if the amount of such tax or fee so payable were that due if the Shopping Center were the only property of Landlord subject thereto.

If, after Tenant shall have made a payment of additional rent for taxes, Landlord shall receive a refund of any portion of the taxes on which such payment shall have been based, Landlord shall pay to Tenants the same proportion of the net refund, after deducting all expenses (including reasonable attorney's and appraisers' fees) incurred in obtaining such refund, as the amount of tax in question paid by Tenant bears to the entire amount of such tax. Tenant shall not institute any proceedings with respect to assessed valuation of the Shopping Center or any other part thereof for the purpose of securing a tax reduction. Landlord agrees that with respect to any assessments that may be levied, in the event that the assessment may be paid over a period of many

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years, Landlord will elect to pay same over the longest permissible period and only that portion required to be paid in each calendar shall be included when calculating taxes.

3.6 Additional Rent

Tenant shall pay as additional rent any money required to be paid pursuant to section 3.4, 3.5, 5.1, 5.2 and all other money or additional charges required to be paid by Tenant under this lease, whether or not the same be designated "additional rent".

Minimum rent and additional rent all shall be paid in lawful money of the United States without any deduction, setoff or demand. Subject to the provisions of each specific Section and Article of this lease, if any items of additional rent are payable monthly, they shall be payable in advance on the first of each month, and if they are based on an estimate by Landlord and the actual amount of that item of additional rent due is different than the amount paid by Tenant therefor, the difference shall be adjusted between Landlord and Tenant in Cash within Ten (10) Days after the actual amount due becomes known or, at Owner's option, if funds are due to Tenant Owner may give Tenant a credit against the next payment of that item of additional rent due.

Article 4 UTILITIES

4.1. Electric Current

Tenant shall pay the cost of all electric current it uses. If the Demised Premises are not independently metered, Tenant shall, at its sole cost and expense, have said premises metered, shall have an account opened in its own name with whatever utility is providing electricity to the Shopping Center and shall maintain said account at all times during the term of this Lease.

Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the Demised Premises or the risers or wiring installation and Tenant may not use any electrical equipment which, in Landlord's opinion, will overload such installations or interfere with use thereof by other tenants of the Shopping Center. The change at any time of the character of electric service shall in no wise make Landlord liable or responsible to Tenant for any loss, damages or expenses which Tenant may sustain.

4.2 Water and Sewer

Tenant agrees to pay and discharge all charges, claims, and liens incurred by its consumption of water (including sewer rents and/or other sewer charges). The Tenant shall at its own cost and expense maintain the water meter. In the event that the water

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to the demised premises is metered through a sub-meter, the Tenant shall pay its proportional share of all the charges emanating from the main meter as is determined by the reading of the sub-meter, including maintenance of the sub-meter and the proportionate maintenance of the main meter through which the water services the demised premises.

4.3 Gas and Other Utilities

Tenant shall pay the cost of all gas and any utility services not specifically provided for herein that are consumed on or used in conjunction with the Demised Premises. Tenant shall, at its sole cost and expense, have installed any metering necessary to accomplish this purpose and shall maintain accounts in its own name with any utility providing such service to the Demised Premises.

Article 5 Common Area and Facilities

5.1 Common Areas

Landlord shall make available within the Shopping Center such area and facilities (the "Common Areas"), including but not limited to the parking facilities, driveways, truckways, delivery facilities, truck loading areas, roads, walkways, landscaped and planted areas, and public rest rooms, as Landlord shall deem appropriate. Landlord shall operate, manage, clean, equip, police, light, repair and maintain the Common Areas for their intended purposes in such manner as Landlord shall in its sole discretion determine. Landlord shall arrange for whatever cooperative advertising and liability insurance coverage for the Common Areas as Landlord in its sole discretion deems appropriate. Tenant agrees that the Landlord may, at any time and from time to time, increase, reduce or change the number, type, size, location, elevation, nature and use of any of the Common Areas, make installations therein, move and remove the same and erect buildings not shown on Exhibit B anywhere in the Shopping Center. Tenant shall pay its pro rata share of all costs and expenses incurred in connection with the Common Areas as provided in paragraph 3.4 of this Lease.

5.2 Use of Common Areas

Tenant and its concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Areas for their intended purposes, subject to such reasonable rules and regulations as Landlord may from time to time impose. Tenant and its concessionaires, officers, employees, and agents shall not park their vehicles in the parking area. Landlord may cause to be towed away such vehicles that are parked in Common Areas in violation of such rules and regulations, and Tenant waives liability of Landlord to Tenant in the event that such towing is done. Tenant further agrees, after notice thereof, to abide by such rules and regulations and to use its best efforts to cause its concessionaires, officers, employees,

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agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any Common Area to make repairs or changes therein or to effect construction, repairs or changes within the Shopping Center, to prevent the acquisition of public rights in such area, or to discourage non-customer parking, and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof. Tenant shall upon request promptly furnish to Landlord the license numbers of cars operated by Tenant, or any concessionaire, or of any of their respective officers, agents or employees, is parked in any part of the Shopping Center other than the employee parking area(s) designated therefor by Landlord, Tenant shall pay to Landlord an amount equal to the daily rate therefor established by the Landlord from time to time (which rate shall not exceed 10 dollars for each vehicle for each day, or part thereof, that any such vehicle is parked anywhere other than in a designated employee parking area). All amounts due under the provisions of this paragraph shall be payable as additional rent by the Tenant within 10 days after demand therefor.


5.3 Rules and Regulations

All rules and regulations adopted by Landlord pursuant to paragraph 5.2 hereof shall pertain to the safety, care, use and cleanliness of the Common Areas and the preservation of order therein and thereon. No rules or regulations now in effect or hereafter adopted shall be inconsistent with any provisions of this Lease or unreasonably interfere with Tenant's use and enjoyment of the Demised Premises. All rules and regulations and supplements thereto and amendments thereof that Landlord may adopt shall be in writing, and a copy thereof shall be delivered to Tenant. Tenant agrees to comply with said rules and regulations as provided above. If Tenant shall fail within twenty-four (24) hours after receipt of a written notice of violation by Tenant or its concessionaires, officers, employees, or agents of any such rules and regulations, to cure such violation, such failure shall constitute a default under this Lease.

Notwithstanding the above, Landlord or its agent may adopt further rules and regulations. Tenant covenants to observe faithfully and to comply strictly with all such rules and regulations and to use its best efforts to ensure that all of Tenant's officers, employees, agents, concessionaires, business guests and invitees observe faithfully and comply strictly with said rules and regulations. Changes in the rules and regulations promulgated under this paragraph shall be made as provided in the above paragraph, and the failure of Tenant to observe any such rules and regulations shall have the same effect as provided in said paragraph.

5.4 Tenant's Association

If at any time during the term of this Lease an association of tenants of the Shopping Center is formed, Tenant agrees to join said association, to pay promptly any and all dues required to be paid by association members, and to do whatever else is necessary to remain a member in good standing of said association for as long as said association continues to exist and for as long as Tenant continues to be a tenant at the Shopping Center. Tenant agrees to abide by all of the rules and regulations of said association.

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Article 6
ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION

6.1 Estoppel Certificate

Tenant agrees at any time and from time to time, upon not less than ten (10) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord or to such other party as Landlord may direct statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any party to whom such certificate may be delivered by Landlord.

6.2 Attornment

Tenant shall, in the event of any sale or other transfer of the Premises or Landlord's interest therein, attorn to the purchaser or transferee and recognize such purchaser or transferee as Owner under this lease.

6.3 Subordination

This Lease and all rights of Tenant hereunder are subject and subordinate in all respects to all Ground Leases now or hereafter covering the Shopping Center or any part thereof that includes the Demised Premises and to all mortgages which may now or hereafter be placed on or affect any such Ground Lease and/or the real property of which the Demised Premises form a part, or any part or parts of such real property, and/or Landlord's interest therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions of and for such Ground Leases and/or mortgages. This paragraph shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly any certification that Landlord and/or any mortgagee and/or the Landlord under any Ground Lease and/or their respective successors in interest may request. Tenant hereby constitutes and appoints Landlord and/or any mortgagee and/or the landlord under any Ground Lease and/or their respective successors in interest Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of Tenant.

6.4. Ground Lease

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Landlord shall have the right to enter into a ground lease or other overlease (a "Ground Lease") covering all or a portion of the Shopping Center including the Demised Premises. Any such lease entered into by Landlord shall not be inconsistent with the terms of this Lease, and Tenant hereby agrees to attorn to the tenant under any such Ground Lease as if said tenant were the Landlord under this Lease.

6.5. Continuance of Lease

Tenant agrees that neither the cancellation nor termination of any Ground Lease to which this Lease is now or may hereafter become subject to or subordinate nor the foreclosure or any mortgage affecting any Ground Lease or the fee title to the Demised Premises, nor the institution of any such action or proceeding brought by the holder of any such mortgage to recover possession of the mortgaged property of which the Demised Premises form a part, shall, by operation of law or otherwise, result in the cancellation or termination of this Lease or the obligations of Tenant hereunder, and Tenant covenants and agrees to attorn to any such landlord, tenant or mortgagee or to the purchaser in foreclosure of the premises of which the Demised Premises are a part or of any leasehold which is a Ground Lease as defined above.

Article 7 Alterations, Liens and Signs


7.1. Alterations or Additions

No alterations or additions, including but not limited to any signs or advertising in or on the Demised Premises, shall be made by Tenant without the prior written consent of the Landlord. If Landlord shall give its consent, all alterations and additions and all repairs and replacements made pursuant to paragraph 7.2 hereof shall be done in a good and workmanlike manner and in compliance with all applicable governmental rules and regulations and the cost thereof shall be paid by Tenant in cash or its equivalent, so that the Shopping Center and the Demised Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Demised Premises. Any alterations shall immediately become the property of Landlord, subject only to the use of same by Tenant during the term of this Lease.

7.2. Repairs and Replacement

Landlord agrees to make all repairs to and replacements of the roof and the exterior structural portions adjoining the Demised Premises unless same are required because of misuse by or negligence of Tenant, its officers, employees, business guests, invitees, agents or concessionaires. Tenant agrees to make all other repairs and replacements whether structural or otherwise to the Demised Premises and the mechanical systems thereof and to the sidewalks in front and to the rear of the Demised Premises and to keep and maintain the Demised Premises in good condition and in good state of repair.

7.3. No Liens

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Tenant shall not do or permit to be done any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion of other estate of Landlord or of any interest of Landlord in the Demised Premises or the building and Shopping Center of which the Demised Premises form a part; it being agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made to the Demised Premises, or cause materials to be furnished or labor to be performed therein or thereon, no payment of any expense incurred or for the value of any work done or material furnished to the Demised Premises or any part thereof shall, under any circumstances, be considered the responsibility of Landlord or collectible out of the Demised Premises or the Shopping Center. Tenant shall, upon request by Landlord, deliver such money or surety bonds as may be required by this paragraph. All such alterations, changes, additions, improvements, repairs, and materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing labor and material in connection therewith. If, because of any act or omission of Tenant, any mechanic's or other lien or order for the payment of money shall be filed against the Demised Premises or the Shopping Center or against Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, within fifteen (15) days after the date of the filing thereof, cause the same to be canceled and discharged of record, or furnish Landlord with a surety company bond reasonably satisfactory to Landlord protecting Landlord from any loss because of the nonpayment of the claim upon which said lien is based and further shall indemnify and save harmless Landlord from and against any and all costs, expenses, claims, losses and damages, including counsel fees, resulting therefrom.

7.4. Tenant's Signs

Tenant shall be required to erect and maintain a fluorescent sign on the Demised Premises in a location approved by Landlord. The sign of Tenant shall not be more than three (3) feet high and the length thereof shall extend across and to within one (1) foot of the ends of the Demised Premises, thereby permitting one foot of the front of the building of which the Demised Premises are a part to be displayed at each end of the sign. It is the intention of the parties to place said sign on the roof fascia of said building. Said sign shall conform in every way to jurisdiction over such matters and with any law or ordinance of the state, county or city, and Tenant agrees to and does hereby indemnify and hold Landlord harmless from all claims by reason of the erection or maintenance of said sign. Before erection of any such sign, Tenant shall submit a drawing thereof to Landlord for approval. Landlord shall have the right to affix whatever additional signs it, in its sole discretion deems to be appropriate to the roof and exterior walls of the Demised Premises. At any time during the lease, the Landlord shall have the right to remove the existing front sign and install a new sign in front of the store. The Owner shall then have the right to charge the Tenant his pro-rata share of all costs involved. The Owner shall first provide tenant with 30-day written notice of his intention to upgrade building-wide commercial store signage. Thereafter, Owner shall provide verification of his costs (copies of contracts and canceled checks shall be deemed

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sufficient proof thereof.) Tenant has the right to approve said sign but approval shall not be unreasonably withheld.

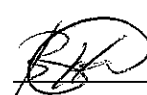
7.5. Save Harmless

Tenant shall indemnify and save harmless Landlord from and against any and all costs, expenses, claims, losses, damages, fines or penalties, including reasonable counsel fees, because of or due to Tenant's failure to comply with the provisions of this Article 7, and Tenant shall not call upon Landlord for any disbursement or outlay of money whatsoever in connection with such work, and hereby expressly releases and discharges Landlord of and from any liability or responsibility whatsoever in connection therewith.

Article 8 Duties of Tenant

8.1. During the term of this Lease and prior thereto if Tenant is then in possession of the Demised Premises, Tenant at Tenant's sole cost and expense shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards, and any direction of any public officer made pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Demised Premises and/or arising out of Tenant's use or manner of use or occupancy thereof. Tenant may, after securing Landlord to Landlord's satisfaction against all damages, interest, penalties and expenses, including but not limited to reasonable attorney's fees by cash deposit or by surety bond in an amount and in a company satisfactory to Landlord, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided that the contest or appeal is carried out with reasonable promptness and provided such appeal shall not subject Landlord to prosecution for a criminal offense or constitute a default under any lease or mortgage to which Landlord is a party or cause the Demised Premises or any part thereof to be condemned or vacated.

Tenant shall not do or permit any act or thing to be done in or to the Demised Premises (i) that is contrary to Law, (ii) that will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the Demised Premises or the Shopping Center, or (iii) that shall or might subject Landlord to any liability or responsibility to any person. Tenant shall not keep anything in the Demised Premises except in the manner now or hereafter permitted by the Fire Department, Board of Fire Underwriters, or any other fire insurance rating organization or other authority having jurisdiction over the matters considered in this Article 8, and then only in such manner and such quantity so as not to increase the fire insurance rate applicable to the Demised Premises or the Shopping Center over the rate in effect prior to occupancy by Tenant. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed upon the Landlord because of Tenant's

Tenant's Initial: 

failure to comply with the provisions of this Article, and if, because of such failure, the fire insurance rate at the beginning of the term of this Lease or at any time thereafter, is higher than it otherwise would be, then Tenant (a) shall reimburse Landlord, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord that shall have been charged because of such failure by Tenant and (b) shall make such reimbursement upon the first day of the month following the month in which any such outlay was made by the Landlord. In any action or proceeding in which Landlord and Tenant are parties, a schedule or "make up" of the fire insurance rate for the Demised Premises issued by the New York Fire Insurance Exchange or other body setting fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the individual items and charges in the fire insurance rate then applicable to said premises. Tenant shall not place a load upon any floor of the Demised Premises exceeding the floor load per square foot of area that it was designed to carry and that is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

Article 9 Insurance

9.1. Fire Insurance

Landlord shall, during the term of this Lease, at Tenant's sole cost and expense, keep the buildings of which the Demised Premises are a part insured by a reputable insurance carrier chosen by the Landlord against loss or damage by fire and for extended coverage to the extent of the full replacement value thereof, including all improvements alterations, additions, and changes made by either party thereto, and all insurance required by this provision shall be carried for the mutual benefit of the parties in proportion to their interests in the Demised Premises. Tenant shall pay to Landlord, within 5 days after receiving a bill therefor, its share of the cost of such insurance as determined by the "make up" prepared by or for the use of the insurer. The determination of the insurer of Tenant's share of the cost of the fire insurance shall be binding on both Landlord and Tenant

9.2. Optional Insurance Coverage

Tenant shall obtain and maintain any other additional insurance that Tenant desires on the Demised Premises and any additional insurance desired by Tenant may be written by any carrier selected by Tenant.

9.3. Liability Insurance

Tenant shall maintain in full force, during the term of this Lease, a policy or policies of comprehensive general liability insurance, in form reasonably satisfactory to Landlord,

Tenant's Initial: _____

9.3.Liability Insurance

Tenant shall maintain in full force, during the term of this Lease, a policy or policies of comprehensive general liability insurance, in form reasonably satisfactory to Landlord, written by one or more responsible insurance companies licensed to do business in the State of New York, satisfactory to Landlord, that insure Tenant and Landlord. The coverage under said policy or policies shall not be less than \$1,000,000 per person for personal injury in any one accident (including death) and not less than \$100,000 for property damage. Tenant shall deliver to Landlord, prior to taking possession of the Demised Premises, copies or certificates of all policies required to be obtained by Tenant under this Lease, including an endorsement which states that such insurance shall not be canceled except after ten (10) days notice in writing to the Landlord. All insurance policies required to be obtained by Tenant under this Article 9, shall be renewed by Tenant at Tenant's expense no later than 30 days prior to the expiration date thereof. The Tenant shall exhibit to the Landlord a valid and subsisting certificate of insurance from a licensed New York Insurance Company, for insuring the Tenant and Landlord against claims for personal injuries or death occurring upon, in, under and/or about the demised premises or the adjoining street, sidewalk, curbs or vaults; if Tenant fails to provide such certificate with in One (1) month of the signing of the Lease, the Landlord shall impose a penalty of One Hundred (\$ 100.00) Dollars per month for each month in which the Landlord does not have the Tenant's certificate of insurance in its possession

9.4.Additional Fire Insurance

Tenant shall maintain in full force, during the term of this Lease, on all fixtures and equipment in the Demised Premises, a policy or policies of fire insurance with standard extended coverage written by one or more responsible insurance companies licensed to do business in the State of New York in an amount not less than 80% of their insurable value, the proceeds of which will, so long as this Lease is in effect, be used for the repair or replacement of the fixtures and equipment so insured.

9.5.Additional Liability Insurance

Landlord may during the term of this Lease, at Tenant's sole cost and expense, maintain and provide general liability insurance by a reputable insurance carrier chosen by Landlord for the benefit and protection of Landlord and Tenant (said policy to name Landlord and Tenant as a co-insured), in an amount not less than \$500,000 for injuries or death to any one person and not less than \$500,000 for injuries or death to any number of persons arising out of one occurrence or accident, and for damage to property in an amount of not less than \$100,000 arising out of any one accident or occurrence. Said policy shall cover the Demised Premises, the sidewalks adjoining same and Common Areas of the Shopping Center. The public liability policy or a certificate thereof shall be delivered to Landlord and Tenant at the commencement of the term of this Lease. Said policy and/or certificate shall contain an undertaking by

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the insurer to give Landlord and Tenant not less than ten (10) days written notice of any cancellation or change in scope or amount of coverage of such policy.

9.6 Additional Insurance

In addition to the insurance coverage previously mentioned in this Article 9, Landlord, at Tenant's sole cost and expense, shall have the right to obtain any other insurance coverage or type of insurance necessary to protect the interest of Landlord with regard to the Demised Premises or Common Areas. Any such policies of insurance shall contain a provision that the same shall not be canceled except on ten (10) days prior written notice to any and all parties in interest.

9.7. Mortgage Coverage

The fire insurance policies referred to above shall name any person or entity holding mortgages on the Demised Premises, on the Shopping Center or any part thereof or on any leasehold estate relating thereto as the interest of said mortgagee(s) shall appear. If so requested by a mortgagee, the original policy of insurance shall be delivered to said mortgagee, or in lieu thereof, a duplicate original copy of a blanket policy of insurance, if applicable.

9.8 Waiver of Subrogation

Tenant releases and waives any claim or right of recovery against Landlord, its agents, subsidiaries and affiliated corporations, for any loss resulting from causes covered by insurance including but not limited to policies obtained pursuant to this Article 9, and shall procure a waiver of subrogation on the part of the insurer against Landlord by an endorsement to all insurance policies wherein the insurer recognizes that the assured has waived any right of recovery against Landlord, its agents, subsidiaries and affiliated corporations. A copy of such endorsement(s) shall be deposited with the Landlord. Landlord shall not be liable for any damage to or destruction of any of Tenant's goods, merchandise, fixtures or property caused by fire or any other cause whatsoever.

Article 10

10.1. Destruction by Fire or other Casualty

If the Demised Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth.

(a) If the Demised Premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by Landlord to the extent permissible by and within the limits of the amount of any recovery paid by the insurer to the Landlord under the then existing policies. The rent, until such repair shall be

Tenant's Initial:



repaired and restored by Landlord to the extent set forth in subparagraph (a) of this Article, subject to Landlord's right not to restore the same as hereinafter provided.

(c) If the Demised Premises are rendered wholly unusable (whether or not the Demised Premises are damaged in whole or in part) or if the building shall be so damaged that Landlord shall decide to demolish it, or to rebuild it, then in such event Landlord may elect to terminate this Lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the Lease that shall not be more than 60 days after the giving of such notice. Upon the date specified in such notice the term of this Lease shall expire as fully and completely as if such date were the date set forth above for the termination of this Lease, and Tenant shall forthwith quit, surrender and vacate the Demised Premises, without prejudice however, to Landlord's rights and remedies against Tenant under the Lease provisions in effect prior to such termination. Any rent owing shall be paid up to the date of expiration and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless the Landlord elects to terminate this lease in accordance with the rights hereinbefore granted, Landlord shall make the repairs and restorations under the conditions of subparagraphs (a) and (b) hereof, with due diligence but subject to delays due to adjustment of insurance claims, labor troubles and other causes beyond Landlord's control.

10.2. Insurance Claim Necessary to Further Recovery

Nothing contained herein shall relieve Tenant from any liability that may exist as a result of damage by fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other for recovery for loss or damage resulting from fire or other casualty to the extent that such insurance is in force and collectible and to the extent permitted by the law. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture and/or furnishings or any fixtures, equipments, improvements or appurtenances removable by Tenant and agrees that Landlord will not be obligated to pay any expenses to repair any damage thereto or to replace the same.

Article 11 CONDEMNATION

The parties hereto agree that in the event the Demised Premises, or such portion thereof as will make the premises unusable for the purpose intended by this Lease, are taken or condemned by competent authority for public or quasi-public use, then this Lease shall terminate from the date when possession of that part is taken by said authority. Tenant shall pay any sums due under this Lease to the date said authority actually takes possession of the entire portion of the Demised Premises so taken and all of Tenant's obligations under the Lease shall continue to said date. If this Lease continues after a partial taking, the rent shall abate proportionately to the extent of the taking. All compensation awarded for any taking of the Demised Premises, the fee or the leasehold, shall belong to and be the property of Landlord, provided however, that

Tenant's Initial: 

Landlord shall not be entitled to any portion of the award made to Tenant for the value of the Tenant's trade fixtures. Tenant shall not be entitled to any damages for unexpired portion of the term of this Lease, for any injury to its leasehold interest or for any other claim except for the value of Tenant's trade fixtures.

Article 12

ASSIGNMENT, SUBLETTING AND MORTGAGING

12.1 Assignment, Subletting and Mortgaging

Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors, and assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease, nor sublet or underlet, nor suffer or permit the Demised Premises or any part thereof to be used by others without the prior written consent of Landlord in each instance. If, with consent of Landlord, this Lease is assigned or the Demised Premises or any part thereof is underlet or occupied by anybody other than the Tenant, Landlord may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed to relieve Tenant of any of its obligations hereunder nor be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance of the covenants on the part of Tenant herein contained. It is agreed that Tenant shall at all times remain the primary obligor under this Lease. The consent by Landlord to a mortgaging, assignment or underletting shall not in any way be construed to relieve Tenant or any other tenant or occupant of the Demised Premises from obtaining the express consent in writing from Landlord to any further mortgaging, assignment or underletting.

12.2 Approval of Assignment and Sublet

Tenant shall not sublet or assign the premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld. In determining whether to grant consent to the tenant's sublet or assignment request, the landlord may consider any reasonable factor. Landlord and tenant agree that any one of the following factors, or any other reasonable factor, will be reasonable grounds for deciding the tenant's request:

- (a) financial strength of the proposed subtenant/assignee must be at least equal to that of the existing tenant.
- (b) business reputation of the proposed subtenant/assignees must be in accordance with generally acceptable commercial standards.
- (c) use of the premises by the proposed subtenant/ assignee must be identical to the use permitted by this lease.
- (d) percentage rents of the proposed subtenant/assignee, or the prospect of percentage rents, must be at least equal to that of the existing tenants;

Tenant's Initial: _____

- (e) managerial and operational skills of the proposed subtenant/assignee must be the same as those of the existing tenants;
- (f) use of the premises by the proposed subtenant/assignee will not violate or create any potential violation of any laws;
- (g) use of the premises will not violate any other agreements affecting the premises, the Landlord or other Tenants.

12.3 Assignment and Sublet Fees

If Landlord consents to any assignment or sublease pursuant to this article, Tenant shall pay Landlord a One Thousand Five Hundred (\$1,500) Dollars assignment fee. Landlord is entitled to a Ten (10) percent increase in the Base rent when such assignment or sublet occurs. Tenant shall also pay landlord, as additional Rent:

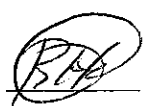
(a) in the case of each and every assignment, an amount equal to ALL monies, property, and other consideration of every kind whatsoever paid or payable to Tenant by the assignee for such assignment and for all property of Tenant transferred to the assignee as part of the transaction (including, but not limited to, fixtures, other leasehold improvement, furniture, equipment, and furnishings); and

(b) in the case of each and every sublease, All rent, additional rent, and/or other monies, property, and consideration of every kind whatsoever paid or payable to Tenant by the subtenant under the sublease, Less all fixed rent and additional rent under this Lease Accruing during the term of the sublease in respect of the subleased space (as reasonably determined by Landlord, taking into account the usable area of the Premises demised under the sublease).

Article 13 DEFAULT OF TENANT

13.1 Default

If Tenant defaults in fulfilling any of the covenants of this Lease other than the covenants for the payment of rent, additional rent or other sums due hereunder, or if the Demised premises become vacant or deserted, or if the Demised Premises are damaged by reason of negligence or carelessness of Tenant, its agents, employees or invitees, or if any execution or attachment shall be issued against Tenant or any of Tenant's property with the result that the Demised Premises shall be taken or occupied by someone other than the Tenant, or if Tenant shall be in default with respect to any other lease between Landlord and Tenant, or if Tenant shall fail to move into or take possession of the Demised Premises within fifteen (15) days after the commencement of the term of this Lease, of which fact Landlord shall be the sole judge, then, upon the occurrence of any one or more of such events, upon Landlord serving a written five (5) day notice upon Tenant specifying the nature of said default and upon the expiration of

Tenant's Initial: 

said five (5) day period, and if Tenant shall have failed to comply with or remedy such default, or, if the said default or omission complained of shall be of a nature that the same can not be completely cured or remedied within said five (5) day period and if Tenant shall not have diligently commenced curing such default within such (5) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, the Landlord may serve upon Tenant a written three (3) day notice of cancellation of this Lease and upon the expiration of said three (3) days, this Lease and the term hereunder shall terminate as fully and completely as if the expiration of such three (3) day period were the date herein definitely fixed for the termination of this Lease and Tenant shall then quit and surrender the Demised Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

13.2 Remedies

If the notice provided for in 13.1 hereof shall have been given, and the term shall expire as aforesaid, or if Tenant shall be in default in the payment of the rent or additional rent reserved herein or of any other payment of the rent or additional rent reserved herein or of any other sum due hereunder, then upon the occurrence of any such event, Landlord may, without notice, re-enter the Demised Premises either by force or otherwise, and dispossess Tenant or the legal representative of Tenant or any other occupant of the Demised Premises, by summary proceeding or otherwise, and remove their effects and hold the premises as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall be in default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

13.3 Remedies of Landlord and Waiver of Redemption

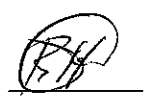
In case of any default, re-entry or successful completion of an action to dispossess by summary proceedings or otherwise (i) the rent shall become due upon said happening and be paid up to the time of such default, re-entry or a successful completion of an action to dispossess, together with such expenses as Landlord may incur for legal expenses, attorney's fees, brokerage, and/or expenses for putting the Demised Premises in good order, and for preparing the same for re-rental; (ii) Landlord may relet the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent or charge a higher rental than that in this Lease; (iii) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants hereunder, any deficiency between the rent hereby reserved and covenanted to be paid and the net amount, if any, of the rents collected on account of the Lease or Leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. The failure or refusal of Landlord to relet the Demised Premises or

any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with reletting, such as legal expenses, attorneys' fees, brokerage, advertising and expenses for keeping the Demised Premises in good order or for preparing the same for reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the right of the Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, in putting the Demised Premises in good order or preparing the same for reletting may, at Landlord's option, make such alterations, repairs, replacements or decorations in the Demised Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of reletting the Demised Premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises, or in the event that the Demised Premises are relet, for failure to collect the rent thereof under such reletting and in no event shall be entitled to receive any excess, if any, of such rents collected over the sums payable by Tenant to Landlord hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity. Tenant hereby expressly waives any and all rights of redemption in the event of Tenant's being evicted or dispossessed for any cause or in the event of Landlord's obtaining possession of the Demised Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise that are granted by or under any present or future laws.

13.3a Waivers by Lessee of Errors Stay, Exemption, Inquisition

Tenant expressly releases to Landlord and to any and all attorneys who may appear for lessee all errors in any proceedings to enforce any of the provisions of this lease, and all liability therefor; to the extent that it is permitted to do so under the law, Tenant expressly waives the benefits of all laws, now or hereafter in force, exempting any goods on the demised premises, or elsewhere from distraint, levy or sale in any legal proceedings taken by Landlord to enforce any rights under this lease. Lessee further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and condition of this lease, and does hereby voluntarily condemn the same and authorizes the Prothonotary or Clerk of Court to issue a Writ of Execution or other process. If proceeding shall be commenced by Landlord to recover possession, Tenant specifically agrees that three days' notice shall be sufficient.

13.4 Waiver of Trial by Jury

Tenant's Initial: 

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and any emergency statutory or any other statutory remedy.

Tenant further agrees not to interpose any counterclaim or set-off of any nature or description whatsoever in any action or summary proceeding by Landlord against Tenant for nonpayment of rent, for damages or any other deficiency, whether such action or summary proceeding is brought under this Lease or any renewal, extension or modification thereof or during any holdover period.

13.5. Bankruptcy

If at the date fixed for the commencement of the term of this Lease or if at any time during the term hereof there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, and within sixty (60) days thereafter Tenant fails to secure a dismissal therefor or gives any evidence of consent thereto, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an agreement, this Lease, at the option of Landlord exercised within a reasonable time after notice of the happening of any one or more of such events may be canceled and terminated by written notice to Tenant. If any of such events occur prior to the commencement date, this Lease shall be void "ab initio" as if it had not been executed, and whether such cancellation occurs prior to or during the term, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of any order of any court shall be entitled to possession of or to remain in possession of the Demised Premises and shall immediately quit and surrender the Demised Premises to Landlord, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision of this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent or security deposit received by the Landlord from Tenant or others on behalf of Tenant. If this Lease shall be assigned in accordance with its terms, the provisions of this Article 13 shall be applicable only to the party then owing Tenant's interest in this Lease.

13.6. Liquidated Damages.

It is stipulated and agreed that in the event of the termination of this Lease pursuant to paragraph 13.1 hereof, Landlord shall immediately and notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from the Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term hereof and the fair and reasonable

Tenant's Initial: _____

rental value of the Demised Premises for the same period. In the computation of such damages, the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the Demised Premises or any part thereof is relet by Landlord for the unexpired term of this Lease, or any part thereof, before presentation of proof of such fair and reasonable rental value to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for that part of the whole of the Demised Premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount is greater, equal to, or less than the amount of the difference referred to above.


13.7. Save Harmless

Tenant agrees to and does hereby indemnify and save Landlord harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising (i) from the conduct or management of the business conducted by Tenant in the Demised Premises, (ii) from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or (iii) from any act or negligence of Tenant, its agents, contractors, servants or employees in or about the Demised Premises, the sidewalks adjoining the same and any other Common Areas of the Shopping Center. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

Article 14 TENANT'S PROPERTY

14.2 Loss and Damage

Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, whether or not such injury or damage was caused by the negligence of the Landlord, its agents, servants or employees and whether or not such negligence occurred before or after the execution of this lease. Owner shall not be

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liable for any such damage caused by other tenants or persons in the Premises, occupants of adjacent property, of the shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be at Tenant's sole risk, and tenant shall indemnify, defend and hold Owner harmless from any loss, claims and liability in connection with loss of or damage to the same by theft or otherwise, including subrogation claims by Tenant's insurance carrier, and Tenant agrees to look solely to its insurance for satisfaction of any claim relating thereto.

14.3 Notice by Tenant

Tenant shall give immediate notice to Landlord in case of Fire, Damage or accidents in the Premises, of defects therein, and of defects in any fixtures or equipment.

Article 15 HOLDING OVER, SUCCESSORS

15.1. End of Term

Upon the termination or any prior expiration of the term of this Lease as provided herein, Tenant shall quit and surrender to Landlord the Demised Premises "broom clean", and in good order and condition, ordinary wear and damage by the elements excepted. If the last day of the term of this Lease shall expire on the first business day thereafter, Tenant shall remove all property of Tenant as directed by Landlord and shall repair any damage resulting from the removal of said property and, failing to do so, Landlord may cause all of the said property to be removed at the expense of Tenant, and Tenant hereby agrees to pay all costs and expenses thereby incurred. Tenant's obligation to observe or perform this covenant shall survive the termination of this Lease.

15.2 Holding Over

No holding over or the continuation of any business by Tenant after the expiration of the term hereof shall be considered to be a renewal or extension of this Lease unless written approval of such holding over and a definite agreement to such effect is signed by Landlord defining the length of such additional term. Any holding over without the consent of the Landlord shall be considered to be a day-to-day tenancy at a rental of 2 times the daily rate of the Basic Rent provided herein for the Last Lease Year hereof computed on the basis of a 30-day month and a 360-day year.

15.3 Successors in Interest

All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns. In the event Landlord or any successor-owner of the Demised Premises shall convey or otherwise dispose of the Demised Premises or the Shopping Center, all liabilities and

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obligations of Landlord or such successor-owner as landlord under this Lease shall terminate upon such conveyance or disposal.

Article 16 SECURITY DEPOSIT

Tenant has deposited with Landlord the sum of (\$ **0.00**) Dollars on the signing of this agreement to secure the performance and observance by Tenant of the terms, provisions and conditions of this Lease. In the event Tenant is permitted to assign this Lease, then Tenant shall be required to deposit a sum equal to three months' rent with Landlord as security for the faithful performance of the terms and conditions of this Lease by Tenant, and said deposit will be a condition precedent to Landlord's permission for such an assignment. It is agreed that in the event Tenant defaults in respect to any of the terms, provisions and conditions of this Lease, including but not limited to the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any sum required to be paid by Tenant hereunder or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default hereunder, including but not limited to any damages or deficiency in the reletting of the Demised Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after the delivery of possession of all of the Demised Premises to Landlord in a timely manner and otherwise in accordance with the provisions of this Lease including but not limited to the obligation to repair all damages resulting from the removal of Tenant's property. In the event of a sale of the land and buildings or leasing of the Shopping Center of which the Demised Premises form a part, Landlord shall have the right to transfer the security to the vendee or tenant, and Landlord shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look solely to the new landlord for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the moneys deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance or attempted encumbrance. **The Landlord acknowledges that it is in possession of security deposit in the amount of \$9000.00. Tenant to maintain 2 months security with landlord at all times. No interest on security deposit.**

Article 17 ACCESS TO PREMISES

17.1 Landlord's Access to Premises

Tenant's Initial: 

Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the Demised Premises in any emergency by force or otherwise at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and desirable to the Demised Premises or to any other portion of the Shopping Center or which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this Lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Landlord to use and maintain and replace pipes and conduits in and through the Demised Premises and to erect new pipes and conduits therein. Landlord may, during the progress of any work in the Demised Premises, take all necessary materials and equipment into the Demised Premises without the same constituting an eviction nor shall Tenant be entitled to any abatement of rent while such work is in progress nor to any damages because of loss or interruption of business or otherwise. Throughout the term hereof, Landlord shall have the right to enter the Demised Premises at reasonable hours for the purpose of showing the same to prospective purchasers, mortgagees or tenants of the Shopping Center and during the last six months of the term hereof for the purpose of showing the same to prospective tenants of the Demised Premises and may, during said six month's period, place upon the Demised Premises the usual notices "To Let" and "For Sale", which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the Demised Premises, Landlord or Landlord's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly provided reasonable care is exercised to safeguard Tenant's property, and Tenant agrees that such entry shall not render Landlord or its agents liable therefor. In no event, however, shall the obligations of Tenant hereunder be affected by any such entry. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property from the Demised Premises, Landlord may immediately enter, alter, renovate or redecorate the Demised Premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this Lease or Tenant's obligations hereunder. Landlord shall have the right at any time, without the same constituting an eviction and without incurring the liability to Tenant therefor, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Shopping Center and to change the name, number or designation by which the Shopping Center or any part thereof may be known.

17.2 Self Help

If Tenant fails to perform any of its obligation hereunder when required, or if Owner deems it necessary in an emergency or to protect life, safety or property, Owner may (but shall not be obligated to), in addition to any other rights and remedies it may have at law or in equity or hereunder, cure such failure or perform such necessary acts on behalf of Tenant at Tenant's cost and risk and without liability to Owner, and, without limitation of any other rights or remedies of Owner, Tenant shall reimburse Owner upon demand for any sums paid and costs incurred by Owner, including attorneys' fees and

Tenant's Initial: _____

other legal expenses, together with interest at the Lease interest rate from the date(s) of Owner's incurring of cost and expenses.

Article 18

Miscellaneous

18.1. Inability to Perform

This Lease and the obligation of Tenant to pay rent hereunder and to perform all of the other covenants and agreements contained herein shall in no way be affected, impaired or excused because Landlord is unable (i) to fulfill any of its obligations under this Lease, (ii) to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, (iii) to make, or is delayed in making, any repair, additions, alterations or decorations or (iv) to supply, or is delayed in supplying, any equipment or fixtures, if Landlord is prevented or delayed from so doing because of a strike, labor troubles or any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision of any governmental agency or because of the conditions of supply and demand which have been or are affected by war, other emergency or economic condition.

18.2 No Waiver

The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease or of any of the rules or regulations hereby or hereafter adopted by Landlord, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Landlord of rent with the knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein reserved shall be deemed to be other than on account of the earliest rent owing nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. No act or thing done by Landlord or Landlord's agents during the term hereof shall be deemed an acceptance of surrender of said Demised Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No agent or employee of Landlord shall have any power to accept the keys to said Demised Premises prior to the termination of the Lease and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Demised Premises.

18.3 Notices

Tenant's Initial: _____



Except as otherwise provided in this Lease, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the Demised Premises or at the last known residence address of Tenant or left at any of the aforesaid premises addresses to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Landlord must be served by registered or certified mail addressed to Landlord at **369 East 62nd Street, New York, New York 10065**, or at such other address as Landlord may designate by written notice.

18.4 Broker

Landlord and Tenant warrant and represent to each other that no other broker or agent brought about this transaction. Tenant covenants and agrees to indemnify and hold Landlord harmless from and against any and all claims for commissions and other compensation made by any agent or agents and/or any broker or brokers based on any dealings between Tenant and any agent or agents and/or broker or brokers, together with all costs and expenses incurred by Landlord in resisting such claims (including, without limitation, attorneys' fees).

18.5. Memorandum of Lease

The parties hereto agree, upon the request of either, to execute a "Memorandum of Lease" in recordable form; it being the intention of the parties that, in the event either party desires to have some evidence of this Lease recorded, said Memorandum of Lease rather than this Lease itself will be recorded.

18.6. Remedies

Tenant agrees that its sole remedies, in cases where Landlord's reasonableness in exercising its judgment or withholding its consent or approval is at issue, shall be those in the nature of an action for an injunction or specific performance. Tenant hereby specifically waives any rights it may have to money damages or other remedies in said instances.

18.7 Expenses of Enforcement

If Tenant shall be in default in the observance or performance of any term or covenant required to be observed or performed by Tenant in any Article of this Lease, Landlord may (but is not required to) immediately or at any time thereafter, without notice, perform the same on behalf of the Tenant, and if Landlord incurs any expenses or obligations for the payment of money in connection therewith including, but not limited to, attorney's fees and costs in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest at the maximum rate

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allowed by law shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement to Tenant therefor.

18.8 Exculpation.

Tenant agrees that Tenant shall look solely to Landlord's interest in the Shopping Center of which the Demised Premises are a part and Landlord's personal property used in connection therewith for the satisfaction of any claim judgment or decree requiring the payment of money by Landlord based upon any default hereunder, and no other property or assets of Landlord and its heirs, successors or assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree.

18.9 Change of Name

Tenant agrees not to change the advertised name of the business operated in the premises without the written consent of the Landlord. Tenant shall however be permitted to change the name once.

18.10 No Partnership


Owner does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprises with Tenant. The provisions of this lease relating to percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

18.11 Excuse of Owner's Performance

Anything in this lease to the contrary notwithstanding, providing such cause is not due to the willful act or gross neglect of Landlord, the Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, services or financing, breakdowns, repairs, renewals or improvement to the Building or the Shopping Center or replacement of equipment or machinery therein, Act of God or other cause beyond the control of Owner.

18.12 Relationship of Parties

Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as constituting Landlord a partner of Tenant in the conduct of Tenant's business, or as creating the relationship of principal and agent or joint venturers between the parties hereto, it being the intention of the parties hereto that the

Tenant's Initial: 

relationship between them is and shall at all times during the term of this Lease be and remain that of the Landlord and Tenant only, notwithstanding any other part or Article of this Lease

18.13 Hazardous Substances

The Tenant shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined herein, unless it has received the prior written consent of the Landlord, which may be unreasonably withheld. Any substance which the Landlord permits the tenant to treat, store, transfer, or dispose of must be done in strict compliance with any and all Federal, State, County, and Municipal statutes or laws now or at any time hereafter in effect. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county and municipal statutes or laws now or at anytime hereafter in effect.

18.14 Authority to Execute

If Tenant is a corporation, a partnership, a Limited Liability Partnership, or Limited Liability Company, the person signing this Lease on behalf of such entity warrants that he has full authority to execute this lease and obligate the corporation, partnership, Limited Liability Partnership, or Limited Liability Company hereunder, and said person shall personally guaranty all terms, conditions and obligations of Tenant under this Lease.

18.15 Entire Agreement

This Lease contains the entire and only agreement between the parties concerning the Demised Premises and no prior oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by Landlord and Tenant. This Lease shall not be binding on either party hereto until it has been executed by both Landlord and Tenant.

18.16 Captions

The paragraph captions contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs and are in no way to be construed as a part of this Lease.

Tenant's Initial: _____

18.17 No Presumption Against Drafter

Landlord and Tenant understand, agree, and acknowledge that: (a) This lease has been freely negotiated by both parties; and (b) That, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

18.18 Definitions


Words of any gender used in this Lease shall be held to include any other gender. Words in the singular number shall be held to include the plural when the sense requires and words in the plural number shall be held to include the singular when the sense requires.

18.19 Conditions; Expenses; Time is of the Essence.

All of the agreements and covenants of Tenant hereunder shall be deemed and construed to be both covenants and conditions, and all conditions limiting the rights of Tenant hereunder shall be deemed and construed to be both conditions and covenants, in each case as though the words specifically expressing or importing covenants and words specifically expressing or importing conditions were used in each separate instance. All obligations to be performed by or on behalf of tenant in this lease shall be performed at Tenant's sole cost, expense and risk, whether or not specifically so stated. Time is of the essence in this lease.

REQUIREMENTS FOR ALL COMMERCIAL STORES

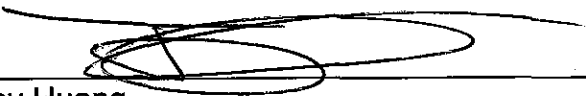
1. Dept of Buildings Permit for Construction – you must have this before construction starts
2. Electric Sign Permit: If you have ANY kind of electricity on your sign (even a light bulb), you will need to get a permit for this BEFORE we allow you to put up your sign
3. Garbage Area within Store: Pls submit a drawing of where you plan to store your trash until your independent trash contractor picks it up. Under no circumstances will you be allowed to leave a container outdoors nor store any trash in the basement or back yard
4. Restaurants:
 - a. Public Assembly Permit – must submit copy before you open for business
 - b. Ductwork run up to roof with mechanical blower
 - c. Independent Gas hookup by licensed plumber – we are not responsible for gas outages
 - d. Water Meter required
5. Air Conditioner on roof – must submit mechanical equipment permit
6. Dry Cleaners – must submit all boiler permits and get boiler location approved by office in advance before installation
7. Pest Control: During construction, be sure that all holes are sealed up especially above the drop ceiling and basement area if you have it. This will prevent pests from entering or causing problems with your neighbors

Tenant's Initial: 


Tenant's Initial: _____


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

LANDLORD:
Peekskill Heights Inc.

By: 
Mr. Tony Huang

TENANT:
Rodrigo Hernandez

By: 
Rodrigo Hernandez

Tenant's Initial: 

Tenant's Initial: _____

EXHIBIT A

PERSONAL GUARANTY AGREEMENT

1. IN CONSIDERATION for the execution of the Lease by **Peekskill Heights, Inc** ("Landlord") and **Rodrigo Hernandez** ("Tenant") for the premise known as 1101-1109 Main Street, Peekskill, NY (Store08) a located in the Building known as 1101-1109 Main Street, Peekskill, NY, 10566 and to assure the full and complete performance by Tenant of all obligations undertaken by Tenant with respect to this Lease dated 29 day of September, 2009 together with other good and valuable consideration, receipt hereby acknowledged, the undersigned unconditionally guarantees to Landlord, and becomes personally liable for, the full and timely payment of all Base Rent, Additional Rent, and other payments of any nature whatsoever required during the term of this lease, and any extensions or renewals thereof, along with any other amount which may become due, including without limitation, all costs and expenses of enforcement and collection, including reasonable attorney's fees.

2. The undersigned waives all defense faced in suretyship with impairment of collateral together with any defense which tenant may assert under this lease including but not limited to failure of consideration, breach of warranty, bankruptcy, lack of legal capacity, statute of limitation, and accord and satisfaction.

In witness hereof, the undersign, intending to be legally bound, has executed this personally guaranty agreement as of the 29 Day of September, 2009.

By:



Rodrigo Hernandez

EXHIBIT A

