

**MASARYK TOWERS CORPORATION
61 COLUMBIA STREET
NEW YORK, NEW YORK 10002**

March 29, 2011

Mariam Food Corp.
43 Columbia Street
New York, New York 10002
Attention: Mohammed B. Haque

Re: Landlord: Masaryk Towers Corporation
Tenant: Mariam Food Corp.
Demised Premises: 43 Columbia Street, New York, New York

Dear Mr. Haque:

As you are aware, the Landlord and Tenant entered into a certain lease agreement dated as of June 1, 1997 (the "1997 Lease") covering the referenced demised premises for a term of fifteen (15) years terminating on May 31, 2012. Subsequent thereto, the Landlord and Tenant entered into a certain Lease Modification and Extension Agreement dated December 21, 2005 (the "2005 Agreement") and a Lease Modification Agreement dated December 18, 2006 (the "2006 Agreement") (the 1997 Lease, 2005 Agreement and 2006 Agreement are collectively referred to as the "Lease").

This letter shall confirm that the term of the Lease has been extended through and including December 31, 2027 and the rent shall be payable in accordance with the following schedule:

<u>PERIOD</u>	<u>ANNUAL RENTAL RATE</u>	<u>MONTHLY RENTAL RATE</u>
January 1, 2008 – December 31, 2012	\$138,000.00	\$11,500.00
January 1, 2013 – December 31, 2017	\$150,000.00	\$12,500.00
January 1, 2018 – December 31, 2022	\$162,000.00	\$13,500.00
January 1, 2023 – December 31, 2027	\$192,000.00	\$16,000.00

The Landlord, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received from the Tenant, receipt whereof is hereby acknowledged, waives any claim the Landlord may have against the Tenant for liquidated damages pursuant to Paragraph 5 of the 2005 Agreement.

Mariam Food Corp.

March 29, 2011

Page 2.

The Tenant, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received from the Landlord, receipt whereof is hereby acknowledged, waives any claim the Tenant may have against the Landlord, including but not limited to, any claims for reimbursement for the expense the Tenant incurred in repairing and/or replacing the sidewalk adjoining the Tenant's demised premises.

Except as herein expressly provided, the Lease is not amended, changed or modified in any respect whatsoever but is hereby in all respects as amended, ratified and confirmed. Kindly acknowledge your understanding of the terms of this confirmation letter by signing in the space provided below.

Very truly yours,

**MASARYK TOWERS
CORPORATION**

By: 

Name: Bernice McCallum

Title: President

THE TERMS OF THIS LETTER
ARE AGREED TO THIS 2nd
DAY OF May, 2011

MARIAM FOOD CORP.

By: 

Name: Mohammed B. Haque

Title: President

LEASE MODIFICATION AGREEMENT

AGREEMENT entered into as of this 18th day of Dec, 2006, by and between MASARYK TOWERS CORPORATION, a New York corporation with its principal office located at 61 Columbia Street, New York, New York (the "Landlord") and MARIAM FOOD CORP., a New York corporation with its principal office located at 43 Columbia Street, New York, New York (the "Tenant").

WHEREAS, Landlord and Tenant heretofore entered into a certain lease, dated as of June 1, 1997 (the "Lease") covering a certain demised premises in the building located at 43 Columbia Street, New York, New York (the "Building") for a term of fifteen (15) years terminating on May 31, 2012;

WHEREAS, Landlord and Tenant heretofore entered into a certain Lease Modification and Extension Agreement, dated December 21, 2005 (the "Extension Agreement") which subject to certain conditions, modified and extended the term of the Lease; and

WHEREAS, Landlord and Tenant are desirous to modify the terms of the Extension Agreement in the respects hereinafter provided, but in no other respects.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Lease, the parties hereby agree as follows:

1. Tenant acknowledges and agrees that the Extended Term (as defined in the Extension Agreement) is expressly contingent upon, among other things, compliance with this Agreement and Tenant completing to Landlord's reasonable satisfaction per Paragraph 2 of the Extension Agreement, the renovations described in Schedule "A" of the Extension Agreement, no later than

seven (7) months from the date Tenant receives Landlord's approval of its Plans (as defined in the Extension Agreement).

2. Tenant shall submit for Landlord's approval, no later than November 15, 2006 (the "Submission Deadline"), its complete set of Plans, which among other things, include all those revisions required by Landlord's architect/engineer to be made to Tenant's previous submissions.

3. In the event Tenant fails to submit by the Submission Deadline its complete set of Plans revised as required, Tenant shall be in default under the terms of the Lease, the Extension Agreement and this Agreement, and Landlord shall have all available rights and remedies against Tenant on account of such default and no extension of the Lease shall occur per the Extension Agreement.

4. Paragraph 11(ii) of the Extension Agreement is amended to permit Tenant to deposit with Landlord, prior to the commencement of any work contemplated under the Extension Agreement, a sum of One Hundred Thousand (\$100,000.00) Dollars, which is to be held by Landlord in accordance with the terms of Paragraph 31 of the Lease, as security for the faithful performance of Tenant's obligations under the Extension Agreement and this Agreement (the "Alteration Deposit"), in lieu of requiring the bond or Letter of Credit described in such paragraph. Provided however, for the purposes of the Alteration Deposit, the word "lease" as used in Paragraph 31 of the Lease shall refer to the Extension Agreement and this Agreement. Notwithstanding anything to the contrary, in the event that Tenant fully and faithfully complies with all of the terms, provisions, covenants and conditions under the Extension Agreement and this Agreement, Landlord shall return the Alteration Deposit to Tenant, or any remaining balance thereof, within thirty (30) days of Landlord issuing to

Tenant its Confirmation Notice.

5. Tenant acknowledges that nothing contained herein constitutes Landlord's approval of any or all of the renovations or work related thereto, or for any other Tenant's repairs, replacements, renovations, maintenance, refurbishments, improvements, installations and alterations, and that all of the same is expressly subject to Landlord's approval and as may be applicable, the approval of HPD.

6. Except as herein expressly provided, the Lease and Extension Agreement are not amended, changed or modified in any respect whatsoever but are hereby in all respects as amended, ratified and confirmed.

7. In the event of a conflict between the terms of the Lease, Extension Agreement and this Agreement, the terms of this Agreement shall prevail.

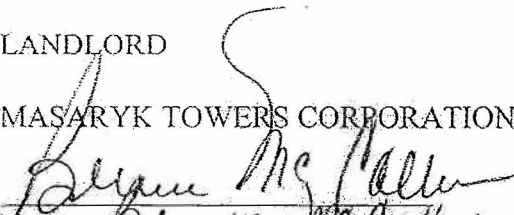
8. This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same document.

9. It is specifically understood and agreed that this Agreement, and the forwarding of the same to Tenant hereto, shall not constitute an offer by or otherwise bind Landlord hereunder until such time as this Agreement has been approved, executed and delivered to Tenant.

IN WITNESS WHEREOF, the parties hereto above have duly executed this Agreement as of the day and year first above written.

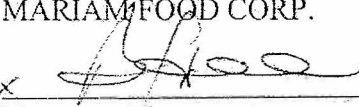
LANDLORD

MASARYK TOWERS CORPORATION


Name: Dulmige McCallum
Title: President

TENANT

MARIAM FOOD CORP.


Name: Mohammed B. Haque
Title: President

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 18th day of Dec., 2007⁶, before me personally came Bernice McCallum, to me known, who being by me duly sworn, did depose and say that he resides in the City of New York and is the President of the MASARYK TOWERS CORPORATION, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Margarita Perez
Notary Public

MARGARITA PEREZ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01PE8075446
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 03, 2010

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 10 day of October, 2007⁶, before me personally came Mohammed B. Hajje, to me known, who being by me duly sworn, did depose and say that he resides in the City of New York and is the President of the MARIAM FOOD CORP., the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Marion Weingarten
Notary Public

MARION WEINGARTEN
Notary Public, State of New York
No. 01WE4195865
Qualified in New York County
Commission Expires Aug. 31, 2009

LEASE MODIFICATION AND EXTENSION AGREEMENT

AGREEMENT entered into as of this 21st day of December, 2005, by and between MASARYK TOWERS CORPORATION, a domestic corporation with its principal office located at 61 Columbia Street, New York, New York (the "Landlord") and MARIAM FOOD CORP., a domestic corporation with its principal office located at 43 Columbia Street, New York, New York (the "Tenant").

WHEREAS, Landlord and Tenant heretofore entered into a certain lease, dated as of June 1, 1997 (the "Lease") covering a certain demised premises in the building located at 43 Columbia Street, New York, New York (the "Building") for a term of fifteen (15) years terminating on May 31, 2012; and

WHEREAS, Landlord and Tenant are desirous to modify and extend the term of the Lease in the respects hereinafter provided, but in no other respects.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Lease, the parties hereby agree as follows:

1. If and when the Extension Start Date (as defined in Paragraph 3 below) occurs, then the term of the Lease shall be extended twenty (20) years from the Extension Start Date, such that the term shall expire, unless terminated earlier pursuant to the Lease as modified, on the calendar day before the Lease's twentieth anniversary of the last day of the month immediately preceding the month in which the Extension Start Date occurs (the "Extended Term").
2. Tenant acknowledges and agrees that this extension is expressly contingent upon: (i) Tenant completing to Landlord's reasonable satisfaction, the renovations described in Schedule "A" attached hereto and made a part hereof, no later than seven (7) months (the "Completion Date") from

the later date of either (a) Tenant receiving Landlord's approval to its Plans (as defined below) or (b) Landlord receiving the Department of Housing Preservation and Development, City of New York's (hereinafter referred to as "HPD") approval of this Agreement; and (ii) delivering the following documents satisfactory to Landlord by the Completion Date: (a) a certificate from Tenant or Tenant's architect in such form satisfactory to Landlord, that acknowledges and confirms that Tenant's renovations are complete and sets forth the amount and nature of all costs and expenses billed to Tenant in connection therewith (the "Certificate of Completion"); and (b) final unconditional lien waivers of all lien rights in recordable form from Tenant's general contractor, subcontractors, material men, suppliers, vendors and laborers (the "Lien Waivers", the Certificate of Completion and Lien Waivers, are collectively hereinafter referred to as the "Completion Documents"). Landlord reserves the right to request from Tenant any and all additional documentation in which to support Tenant's Completion Documents, as well as the right to inspect, or cause to be inspected, Tenant's completed renovations.

3. Within thirty (30) days of receiving Tenant's Completion Documents, or any additional information requested by Landlord from Tenant in connection thereto, Landlord shall issue a Confirmation Notice whereby Landlord acknowledges in writing Tenant's Completion Documents and renovations (such acknowledgement shall not be deemed to be any approval, review or acceptance by Landlord of Tenant's renovations). The Extension Start Date is the date upon which the Landlord issues its Confirmation Notice. Should any of the requirements listed in Paragraph 2 above not be satisfied by Tenant, then at Landlord's option, the terms of this Agreement relating to the Extended Term shall be deemed void ab initio (Landlord reserves the right to exercise

this option at its sole discretion), provided however, that all other terms of this Agreement shall survive.

4. In order to induce Landlord to enter into this Agreement, Tenant agrees that Tenant will complete, at its sole cost and expense, all of the renovations specified in Schedule "A" no later than the Completion Date and to expend at least Six Hundred Thousand (\$600,000.00) Dollars of Renovation Costs (as defined in Paragraph 12 below) for the same.

5. In the event Tenant fails to complete all of the requirements contained in Paragraph 2 above, Tenant shall be in default under the terms of the Lease as hereby modified, and Landlord shall have all available rights and remedies against Tenant on account of a default therein, and in addition thereto, and at Landlord's option, Landlord may charge Tenant as liquidated damages and not as a penalty, Three Hundred (\$300.00) Dollars per calendar day beginning on the fifteenth (15th) calendar day after the Completion Date for each day or portion thereof, until all of the requirements contained in Paragraph 2 above have been fully and satisfactorily completed.

6. Tenant acknowledges that nothing contained herein constitutes Landlord's approval of any or all of the renovations or work related thereto, or for any other Tenant's repairs, replacements, renovations, maintenance, refurbishments, improvements, installations and alterations, and that all of the same is expressly subject to Landlord's approval and as may be applicable, the approval of HPD.

7. Without limiting Paragraph 8 below, Tenant's right to perform its renovations is further conditioned upon and subject to Landlord's prior receipt and approval of the following (and no work shall commence unless and until Landlord grants such approval, which approval shall not be unreasonably withheld):

(a) plans, specifications and blueprints prepared by a professional engineer or registered architect (collectively, "Plans");

(b) statement by the Tenant's professional engineer or registered architect as to the intended date of commencement and completion of the construction;

(c) filings with and permits and approvals issued by the Department of Buildings or such other governmental agency having jurisdiction thereof, such permits and approvals to be based upon Tenant's Plans as approved;

(d) filings with and permits and approvals issued by all utility companies for any additional connections required by Tenant;

(e) all construction shall be performed in accordance with all laws, rules, regulations, codes and ordinances of all governmental agencies and authorities having jurisdiction; and

(g) each construction contract shall contain the following provisions;

(i) in addition to Workers' Compensation and Employers' Disability insurance coverage, the contractor shall maintain liability insurance coverage for bodily injury in an amount of not less than \$1 million per occurrence and \$3 million in the aggregate and property damage coverage in the amount of not less than \$1 million per occurrence and \$3 million in the aggregate; and

(ii) Landlord, its managing agent and HPD shall be designated as certificate holders and as additional insureds in such liability insurance policy.

Upon Landlord's receipt of the Plans, Landlord may either: (A) evidence its approval by endorsement to that effect by signature or initial on the Plans and the return of such signed or

initialed Plans to Tenant; or (B) refuse such approval if Landlord shall determine that the same: (i) does not conform to the standards of design, motif, décor, appearance and/or materials or equipment or as otherwise established or adopted by Landlord for the building in which the demised premises are a part; and/or (ii) would subject Landlord to any additional cost, expense or liability or the demised premises or the Building of which they are a part to any violation, fine, penalty or forfeiture; and/or (iii) would in any way adversely affect the reputation, character and/or nature of the building of which the demised premises are a part; and/or (iv) would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the demised premises and/or the building in which the demised premises are a part; and/or (v) interfere with or abridge the use and enjoyment of any adjoining space in the building in which the demised premises are located; or (C) request such additional information or details as may be necessary for Landlord to make a decision as to the acceptability of the Plan.

If Landlord refuses approval, Landlord shall advise Tenant about those revisions or corrections which Landlord requires and Tenant shall submit a revised and/or corrected Plan to Landlord within twenty (20) days thereafter for its approval in accordance herewith. In the event that the Plan should fail to specify with particularity any item of work to be performed by Tenant, or should Tenant be required to furnish to Landlord any further information concerning same, and after request by Landlord for such particularization or information, Tenant shall fail to furnish same within twenty (20) days thereafter, then at Landlord's option, the terms of this Agreement relating to the Extended Term shall be deemed void ab initio (Landlord reserves the right to exercise this option at its sole discretion), provided however, that all other terms of this Agreement shall survive. Tenant

shall pay all expenses incurred by Landlord in its review of the Plan as additional rent when billed.

Notwithstanding the foregoing, Landlord shall inform Tenant of its approval or request for revisions of its Plans within twenty (20) days of Tenant's submittal of the same (or within twenty (20) days of Tenant's re-submittal of the same, as the case may be) (the "Review Period"). In the event, Landlord does not reply to Tenant within the Review Period (pertaining to either Tenant's initial submission or re-submission, as the case may be), each calendar day in which Landlord fails to reply, shall extend the Completion Date by an additional calendar day. Tenant acknowledges, understands and agrees that Landlord's request for revisions of Tenant's Plans shall not, on its own, be deemed a delay in granting approval.

8. Contemporaneously herewith, Tenant's shall deliver to Landlord its certificate of insurance confirming insurance coverage for bodily injury in an amount of not less than \$1 million per occurrence and \$3 million in the aggregate and property damage coverage in the amount of not less than \$1 million per occurrence and \$3 million in the aggregate, which coverage shall designate Landlord, its managing agent and HPD as certificate holders and as additional insureds in such liability insurance policy, and shall remain in full force and effect throughout the term of the Lease, and as extended hereby;

9. Tenant agrees that Tenant's renovations will be performed with minimum disturbance to the occupants of other parts of the building of which the demised premises are a part and that no structural and mechanical parts and systems of the building shall be affected by Tenant's renovations unless Landlord shall consent thereto, and Tenant will leave all such structural and mechanical parts and systems of the building which shall or may be affected by Tenant's renovations in at least as

good and workmanlike operating condition as prior to the commencement of Tenant's renovations.

10. Tenant shall not do or fail to do any act which shall or may render the building of which the demised premises are a part liable to any mechanics' lien or other lien and if such lien or liens be filed against the building of which the demised premises are a part or against Tenant's renovations or any part thereof, Tenant will, at its sole cost and expense, promptly remove same of record or bond same within twenty (20) days after the filing of such lien or, in default thereof, Landlord may cause any such lien to be removed of record by payment of bond or otherwise as Landlord may elect and Tenant will reimburse Landlord for all costs and expenses which Landlord may incur in connection with the existence of said lien or the removal of same. Tenant shall indemnify and save harmless Landlord from any and all claims, suits, summons, actions, proceedings, demands, judgments, orders, damages, losses, liabilities, fines, fees, interest, penalties, assessments, costs, expenses and disbursements (including without limitation, reasonable attorneys' fees) whatsoever by reason of any injury or damage howsoever caused to any person or property, or occurring prior to the completion of the Tenant's renovations or occurring after such completion as a result of anything done or omitted in connection therewith.

11. Tenant shall advise Landlord in writing of Tenant's general contractor and subcontractors who are to be hired to perform Tenant's renovations and such general and subcontractor's employment shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld for contractor(s) and subcontractor(s) who are reputable, financially secure, experienced and duly licensed in New York State. Such contractors shall, to the extent permitted by law, use employees for Tenant's renovations who will work harmoniously with

other employees on the job. Tenant and its contractor shall enter into a contract (or contracts) (the "Contract") which shall provide, among other things, the following:

(i) that notwithstanding anything contained in the Contract to the contrary, the contractor will perform the renovations and work related thereto, and furnish the materials required thereof on the sole credit of Tenant; that no work, labor or materials are provided or supplied at the request of Landlord; that no lien for labor or materials will be filed or claimed by the contractor against the demised premises or the building of which they are a part; that the contractor will immediately discharge any such lien filed or claimed by any of contractor's material men, suppliers, vendors, laborers or subcontractors; and that the contractor will indemnify and save Landlord harmless from any and all claims, suits, summons, actions, proceedings, demands, judgments, orders, damages, losses, liabilities, fines, fees, interest, penalties, assessments, costs, expenses and disbursements (including without limitation, reasonable attorneys' fees) whatsoever by reason of any injury or damage howsoever caused as a result of any such lien that may be filed or claimed in connection with or arising out of work undertaken by the contractor.

(ii) that said contractor shall furnish and pay for a bond of a bonding company approved by Landlord and licensed to do business in New York assuring the performance of the Contract and the payment of all obligations arising thereunder, in such form and amount necessary to complete Tenant's renovations as Landlord may approve and wherein the Landlord is named as co-obligee, or shall furnish a Letter of Credit in the amount of One Hundred Thousand (\$100,000) Dollars issued by a banking institution approved by Landlord and licensed to do business in New York.

(iii) that the contractor shall remove all trash, waste and refuse resulting from its work from the site on a timely basis, satisfactory to Landlord (and otherwise in accordance with this Lease).

(iv) Tenant or Tenant's contractor shall install and pay for all equipment and utilities required (if any) for electric service for temporary and permanent heating, air conditioning and lighting.

(v) Tenant and shall notify Landlord of the name, address, telephone number and contact person of its contractor.

(vi) No contractor's signs shall be permitted in the demised premises or in the building in which the demised premises are a part.

12. Renovation Costs, as defined in this Agreement, shall refer to all costs associated with Tenant's renovations, including but not limited to professional service fees (i.e. architect, engineer, draftsman, consultant, attorney, accountant and expert), permit, license and variance filing fees, application and review fees, labor (i.e. general contractor, sub-contractors, laborers, agents, employees and servants), materials and supplies (the materials and supplies themselves and the cost of to supply and/or deliver the same i.e. material men, suppliers, vendors, carriers and shippers), taxes, inspection costs and insurance premiums, are the sole responsibility, liability and obligation of Tenant.

13. The annual rental rate for the Extended Term, if applicable (payable by Tenant to Landlord in accordance with the terms of the Lease), is as follows:

<u>PERIOD</u>	<u>ANNUAL RENTAL RATE</u>
Years 1 through 5	\$138,000.00 (i.e. \$11,500.00 per month)
Years 6 through 10	\$150,000.00 (i.e. \$12,500.00 per month)
Years 11 through 15	\$162,000.00 (i.e. \$13,500.00 per month)
Years 16 through 20	\$192,000.00 (i.e. \$16,000.00 per month)

There shall be no concession rent or deferred rent during the Extended Term.

14. Supplementing Paragraph 31 of the Lease, it is understood and agreed that Landlord shall at all times have a security deposit of not less than two (2) times the then current monthly rental rate. At such times as the annual rental rate provided hereunder shall increase, Tenant shall immediately deposit with Landlord (without the requirement of notice to Tenant) an additional security deposit such that the subject security deposit is at least two (2) times the then current monthly rental rate. If, at any time during the term of the Lease and the Extended Term, Landlord (in accordance with the applicable provisions of Article 31 of this Lease) shall have applied all or a portion of the security deposited by Tenant hereunder towards the curing of a default by Tenant, it shall be Tenant's obligation upon notice from Landlord of the application of all or a portion of the security deposited by Tenant, as the case may be, to promptly deposit with Landlord such sum of money as may be necessary to restore the security to the amount held by Landlord prior to any such application. Tenant's failure to restore such security within five (5) days after receipt of such notice of application by Landlord, shall constitute a material default under this Lease.

15. Prior to the commencement of the Extended Term hereof, and thereafter, at least thirty (30) days prior to the expiration of any such policy, Tenant shall deliver to Landlord the policy

or policies of insurance, or certificates thereof, together with evidence of the payment of the premium therefore, and shall furnish to Landlord at least thirty (30) days prior to the expiration of any such policy, evidence of the premium payment for the renewal of such policy, together with the renewal of such policy.

16. In order to induce Landlord to enter into this Agreement, Tenant warrants and represents that no real estate broker was involved on its behalf in negotiating or consummating this Agreement, and agrees to indemnify and hold Landlord harmless from and against any and all claims for brokerage commissions arising out of any communications or negotiations regarding the demised premises and/or the consummation of this Agreement.

17. Except as herein expressly provided, the Lease is not amended, changed or modified in any respect whatsoever but is hereby in all respects as amended, ratified and confirmed.

18. In the event of a conflict between the terms of the Lease and this Agreement, the terms of this Agreement shall prevail.

19. This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same document.

20. It is specifically understood and agreed that this Agreement, and the forwarding of the same to Tenant hereto, shall not constitute an offer by or otherwise bind Landlord hereunder until such time as this Agreement has been approved, executed and delivered to Tenant.

21. This Agreement is expressly conditioned upon the prior written approval of HPD. In the event that HPD does not approve this Agreement, Tenant may remain in possession of the demised premises for the remainder of the term of the Lease, the Lease shall neither be extended nor modified in any way and this Agreement shall be deemed void ab initio.

IN WITNESS WHEREOF, the parties hereto above have duly executed this Agreement as of the day and year first above written.

LANDLORD

MASARYK TOWERS CORPORATION

Name:

Title:

Debra McCallum
Debra McCallum
President

TENANT

MARIAM FOOD CORP.

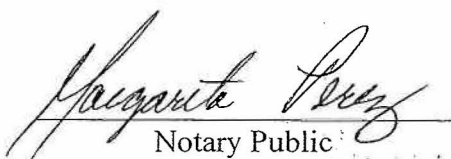
Name:

Title:

Mohamed B. Haque
Mohamed B. Haque
Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

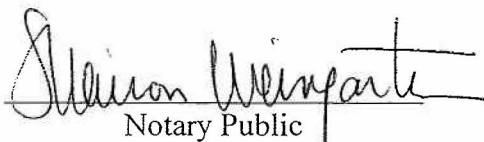
On this 21st day of December, 2005, before me personally came Bernice McCallum to me known, who being by me duly sworn, did depose and say that he resides in the City of N.Y. and is the President of the MASARYK TOWERS CORPORATION, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.


Notary Public

**MARGARITA PEREZ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01PE6075446
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 03, 2006**

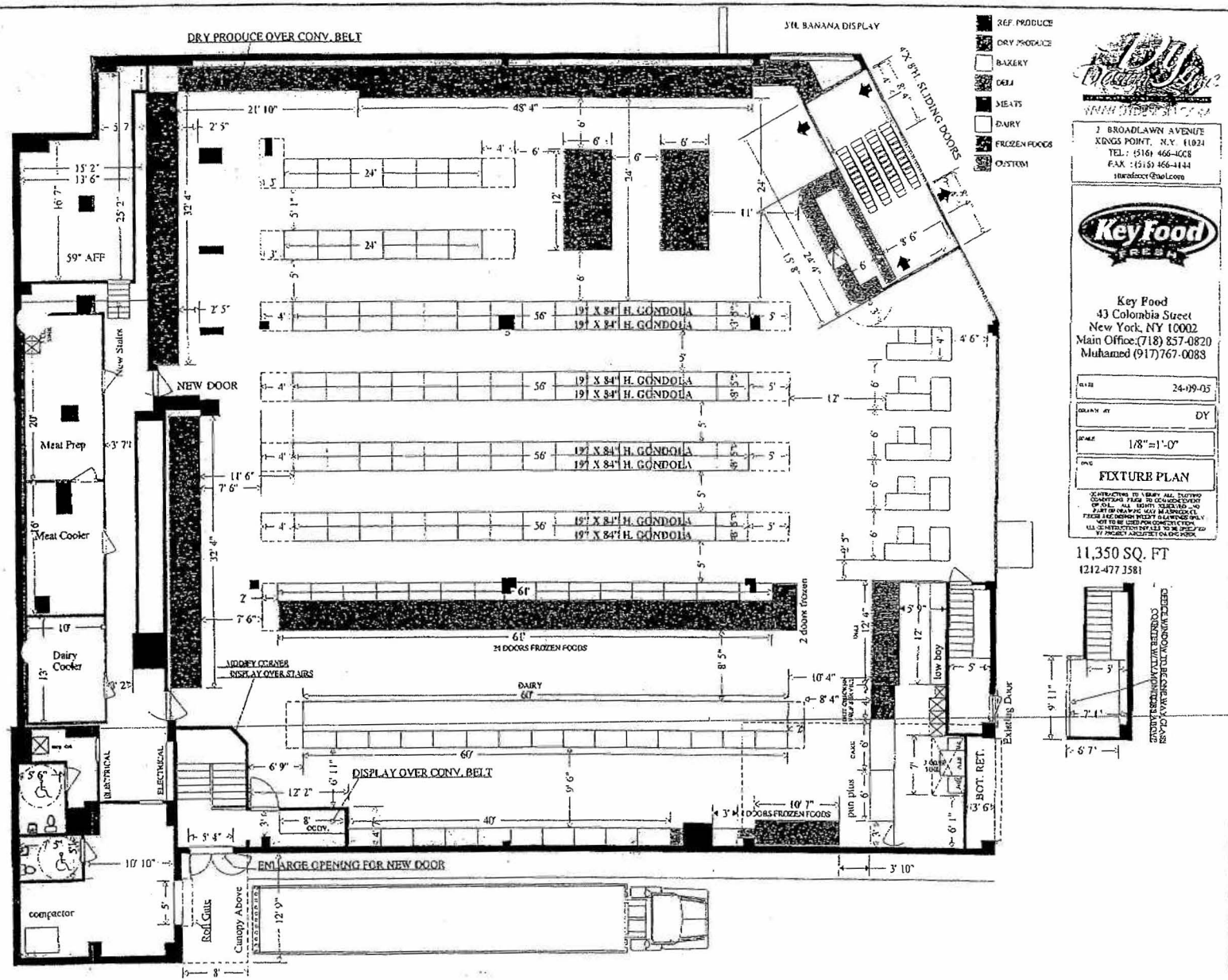
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12th day of December, 2005, before me personally came Mohamed B. Hagu, to me known, who being by me duly sworn, did depose and say that he resides in the City of New York and is the Vice President of the MARIAM FOOD CORP., the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.


Notary Public

**MARION WEINGARTEN
Notary Public, State of New York
No. 01WE4195865
Qualified in New York County
Commission Expires Aug. 31, 2009**

SCHEDULE "A"



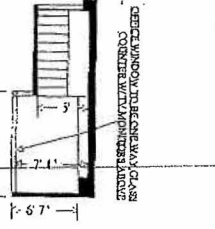
Key Food
 3 BROADLAWN AVENUE
 KINGS POINT, N.Y. 11024
 TEL.: 516-466-4668
 FAX: 516-466-4144
 1000ccf@ol.com



Key Food
 43 Columbia Street
 New York, NY 10002
 Main Office: (718) 857-0820
 Muhamed: (917) 767-0083

DATE: 24-09-05
 DRAWN BY: DY
 SCALE: 1/8" = 1'-0"
FIXTURE PLAN

11,350 SQ. FT.
 (212-477-3581)

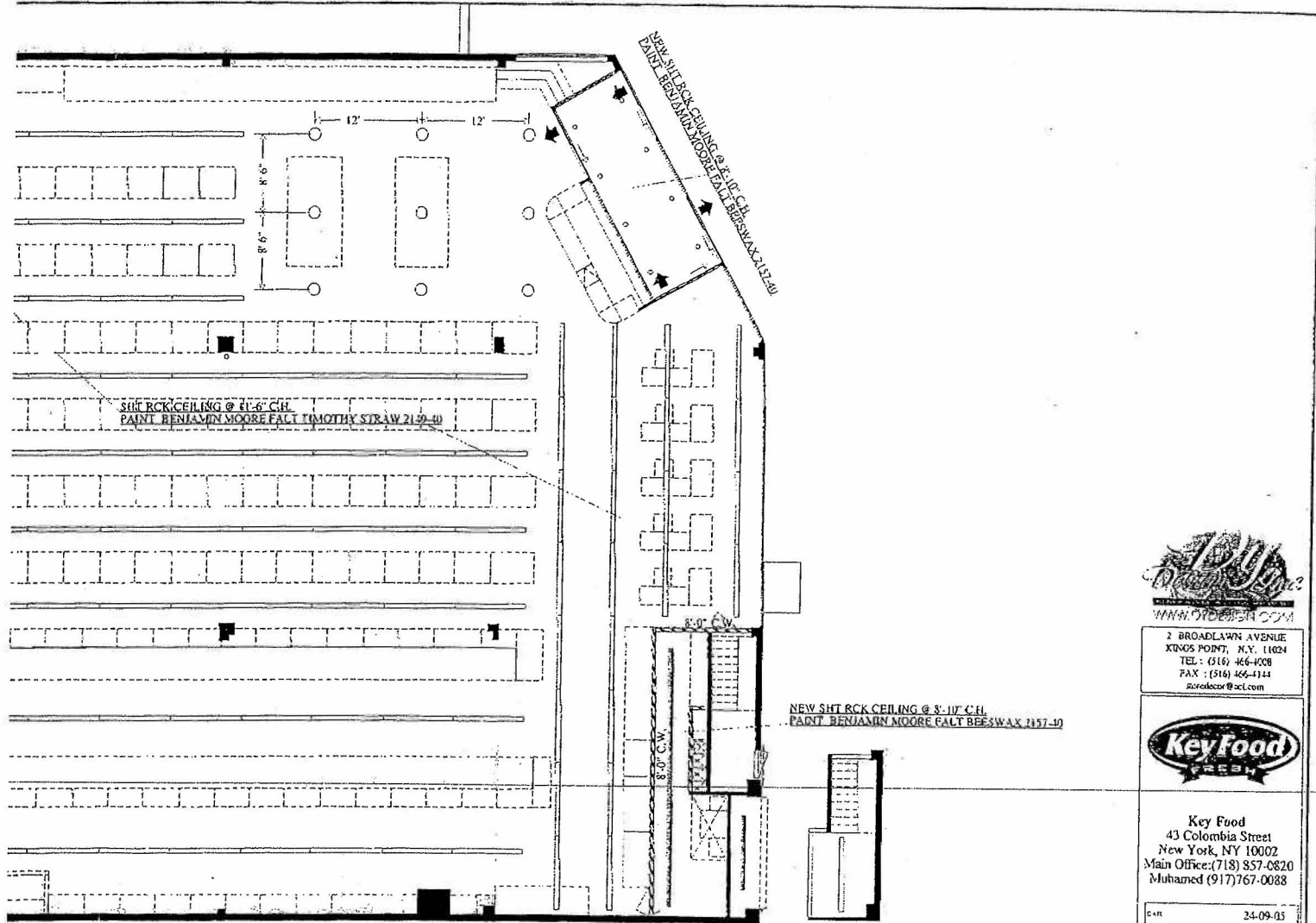


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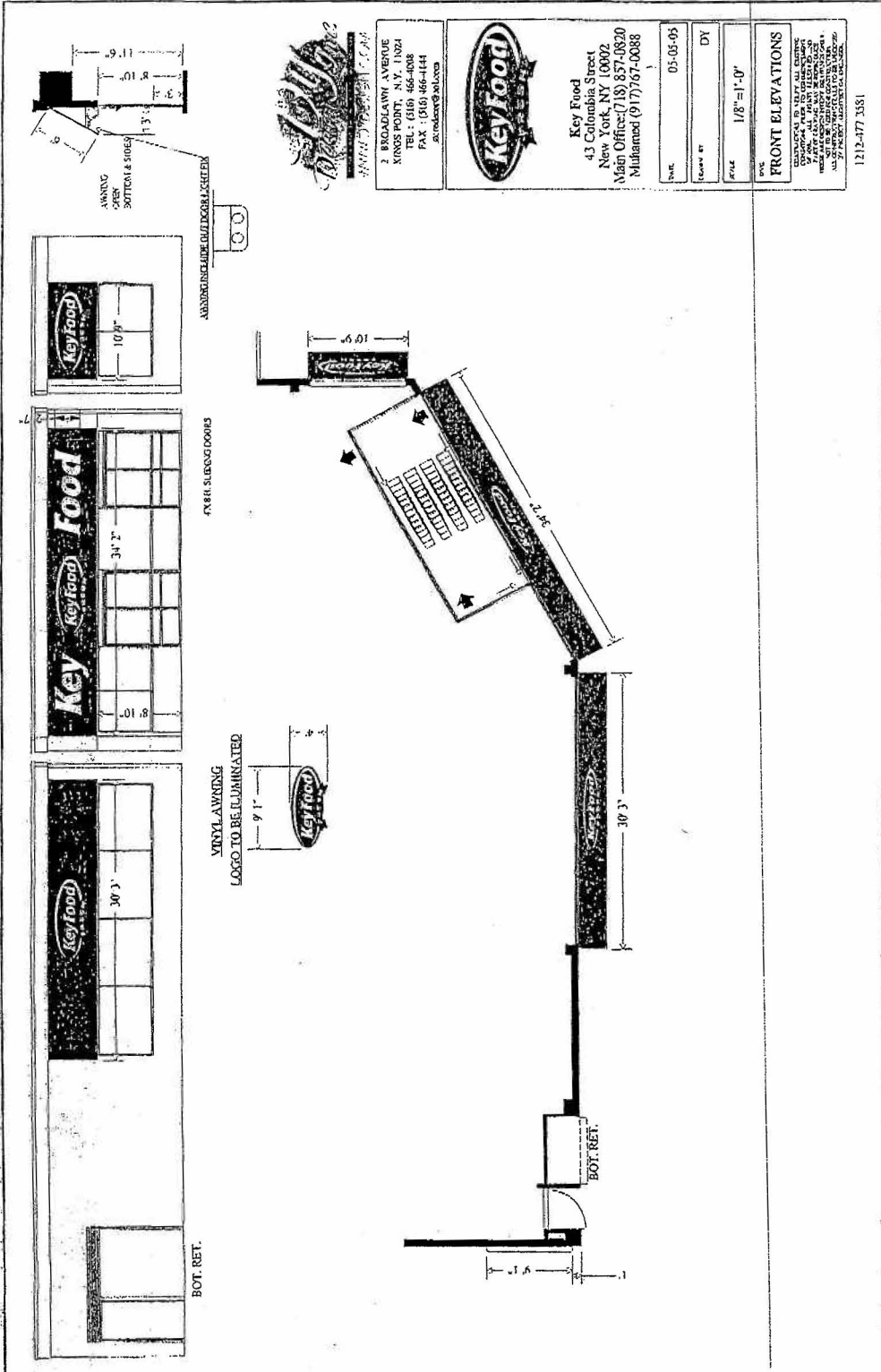


2 BROADLAWN AVENUE
KINGS POINT, N.Y. 11024
TEL : (516) 466-1008
FAX : (516) 466-4144
thedecor@aol.com



Key Food
43 Columbia Street
New York, NY 10002
Main Office: (718) 857-0820
Muhammed (917) 767-0088

DATE	24-09-05
LEANS BY	DY
SCALE	1/8"=1'-0"
DATE	
Ceiling & Lighting Plan	
<small>CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK. ALL RIGHTS RESERVED. NO PARTS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION.</small>	



2/94-A

STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this first 1st day of ~~April~~ ^{JUNE} 19 97, between MASARYK TOWERS CORPORATION, a domestic corporation with its principal office at 61 Columbia Street, New York, New York 10002 party of the first part, hereinafter referred to as OWNER, and MARIAM FOOD CORP., a domestic corporation with its principal office at 43 Columbia Street, New York, New York 10002

party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner store space known as Store #6 on the Site Plan of Masaryk Towers Corporation consisting of a total of 10,170 square feet, including basement and driveway in the building known as 43 Columbia St. in the Borough of Manhattan, City of New York, for the term of fifteen (15) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the 1st day of ~~April~~ ^{JUNE} nineteen hundred and ninety seven, and to end on the 31st day of ~~March~~ ^{JUNE} 2012 ~~and~~

both dates inclusive, at an annual rental rate of \$114,000.00 for the period ~~April~~ ^{JUNE} 1, 1997 through ~~March~~ ^{JUNE} 31, 2002; \$126,000.00 for the period commencing ~~April~~ ^{JUNE} 1, 2002 through ~~March~~ ^{JUNE} 31, 2007; and \$138,000.00 for the period commencing ~~April~~ ^{JUNE} 1, 2007 through ~~March~~ ^{JUNE} 31, 2012.

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy demised premises for (see Para. 40)

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's expense, by payment or filing the bond required by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installation as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance and shall cause the same to be operated in a good and workmanlike manner and shall make all repairs thereto necessary to keep same in good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant

shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner. Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other Casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, 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 pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do

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or permit any act or thing to be done in or to the demised premises which is contrary to law, or which 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 Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

Sub-ordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or other wise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire, and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner (or sooner reoccupied in part by Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty or 30 days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and 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 premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date 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 Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall

look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d) and (e) above, against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.


Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate tenant or the majority partnership interest of a partnership tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the premises, 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 Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floors or ceiling, wherever practicable. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the demised premises the usual notice "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, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner 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. Owner shall have the right at any time, without the same constituting an eviction and without incurring 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 building and to change the name, number or designation by which the building may be known.

Vault, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the

 Rider to be added if necessary.

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building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of Articles 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Tenant agrees to accept the same subject to violations whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable 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 such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for 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 be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Title II of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within thirty (30) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default and upon the expiration of said fifteen (15) days, 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 cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises 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.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner'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, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent 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 of Owner to re-let the 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 Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant or any of the covenants or provisions hereof, Owner 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 herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, after notice if required and upon expiration of any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceeding and prevails in any such action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

No Representations by Owner: 20. Neither Owner nor Owner's agent have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease except the obligation to pay the fixed annual rent set forth in page

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one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 24. The failure of Owner 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 set forth or hereafter adopted by Owner, 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 Owner of rent and/or additional rent with 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 Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said 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 the lease or a surrender of the premises.


Waiver of Trial by Jury: 25. It is mutually agreed by and between Owner 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 Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession including a summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4 except for statutory mandatory counterclaims.

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment, fixtures or other materials if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption or restrictions or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgement of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices: 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner 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 building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed 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 Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner shall be payable by Tenant as additional rent. ~~On the building or the demised premises or any part thereof be supplied with water through a meter through which water is also supplied to other premises Tenant shall pay to Owner as additional rent, on the first day of each month, the total meter charges, as Tenant's portion, of~~ Independently of and in addition to any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers: 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office or any bureau, department or official of the federal, state or city government require, or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in 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

 Space to be filled in or deleted.

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 any 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. Tenant shall pay to Owner as additional rent the sum of \$ _____ on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Elevators, Heat, Cleaning: 30. ~~As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall, if and insofar as existing facilities permit furnish heat to the demised premises, when and as required by law on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep demised premises clean and in order, to the satisfaction to Owner, and if demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.~~

Security: 31. Tenant has deposited with Owner the sum of \$ 23,000 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner 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 other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. 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 delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely 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 Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation-Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the

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parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so called rubber goods shops, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the premises. This Article

shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial manner with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal law §235.00.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE RIDER ANNEXED HERETO AND MADE A PART HEREOF

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

MASARYK TOWERS CORPORATION

By: *Bernice McCallum*
Bernice McCallum, President

Witness for Tenant:

MARIAM FOOD CORP.

By: *Faleh Hamdan*
Faleh Hamdan, President

ACKNOWLEDGEMENTS

CORPORATE OWNER
STATE OF NEW YORK, ss.:
County of New York

On this 20th day of June, 1997, before me personally came Bernice McCallum to me known, who being by me duly sworn, did depose and say that he resides in New York City that he is the President of the corporation described in and which executed the foregoing instrument, as OWNER; that he knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

JOEL KARP
NOTARY PUBLIC STATE OF NEW YORK
NO. 31-7165675
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES June 30 1998

INDIVIDUAL OWNER
STATE OF NEW YORK, ss.:
County of

On this day of , 19 before me personally came to be known and known to me to be the individual described in and who, as OWNER, executed the foregoing instrument and acknowledged to me that he executed the same.

CORPORATE TENANT
STATE OF NEW YORK, ss.:
County of New York

On this 12th day of June, 1997, before me personally came Faleh Hamdan to me known, who being by me duly sworn, did depose and say that he resides in Brooklyn that he is the President of the corporation described in and which executed the foregoing instrument, as TENANT; that he knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ANDREA ARES
Notary Public, State of New York
No 41-5006466
Qualified in Queens County
Commission Expires January 4, 1999

INDIVIDUAL TENANT
STATE OF NEW YORK, ss.:
County of

On this day of , 19 before me personally came to be known and known to me to be the individual described in and who, as TENANT, executed the foregoing instrument and acknowledged to me that he executed the same.

F. H. *[Signature]*

RIDER TO AGREEMENT OF LEASE
DATED AS OF THE 1ST DAY OF ~~APRIL~~ ^{JUNE}, 1997

BETWEEN

OWNER: MASARYK TOWERS CORPORATION

TENANT: MARIAM FOOD CORP.

40. TENANT shall use and occupy the demised premises only for the retail sale of food and food products including, but not limited to, meat, fish, fruits, vegetables, dairy products, laundering items and detergents, unrefrigerated canned and bottle beer and soda for off-premises consumption, cigarettes only by the carton and ice cream products in bulk form only.

41. In the event of a conflict between the terms of the printed portion of the Lease and the terms of this Rider, the terms of the Rider shall prevail.

42. (a) During the entire term of the Lease, TENANT shall, at its own cost and expense, maintain in full force and effect worker's compensation, disability, plate glass and public liability insurance in the companies and on forms of policies acceptable to OWNER and the attorneys for OWNER, as follows:

Worker's Compensation and Employer's Disability Insurance: in the form and amounts prescribed by laws of the State of New York.

Comprehensive General Liability Insurance: including premises and products:

Bodily Injury Liability,
(a) per occurrence..... \$ 5,000,000.00
(b) aggregate..... \$10,000,000.00

Property Damage Liability
(a) per occurrence..... \$ 5,000,000.00
(b) aggregate..... \$10,000,000.00

Comprehensive Automobile Liability Insurance: including owned, non-owned and hired vehicles.

Bodily Injury Liability
(a) per occurrence..... \$ 5,000,000.00
(b) aggregate..... \$10,000,000.00

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Property Damage Liability

- (a) per occurrence..... \$ 5,000,000.00
- (b) aggregate..... \$10,000,000.00

(b) TENANT agrees to assist in every manner possible in reporting and investigating any accident and, upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claims or suit, provided such evidence and witnesses are in the control of TENANT and further provided that TENANT uses its best effort and ability where such evidence and/or witnesses are in its control.

(c) Prior to the commencement of the term of this Lease, TENANT shall furnish to OWNER the certificates of insurance referred to herein and the certificates shall provide, as follows:

(i) such insurance will not be materially changed or cancelled during the term hereof until and unless thirty (30) days prior written notice shall have been given to OWNER, MANAGING AGENT (presently Marvin Gold Management Co., Inc.) and HPD (Department of Housing Preservation and Development, City of New York); and

(ii) OWNER, MANAGING AGENT and HPD are to be named as additional insureds in all policies referred to herein.

(d) In addition to the Comprehensive General Liability Insurance, TENANT hereby indemnifies and saves OWNER, MANAGING AGENT and HPD harmless against any and all claims, liabilities and demands for damages arising out of or caused by any act or omission of TENANT, its agents, servants and/or employees.

(e) In the event that TENANT does not own or use a vehicle of any kind, nature or description in the conduct of the business of TENANT, the requirement for "Comprehensive Automobile Liability Insurance" shall be of no force or effect.

43. This Lease is expressly conditioned upon the prior written approval of HPD. TENANT may enter into, or if this Lease be a renewal, remain in possession of the premises prior to such approval. However, until such time as approval is granted, the tenancy shall be month-to-month. In the event that HPD does not approve this Lease, TENANT shall remove from the premises, leaving same in their original condition, within thirty (30) days of notice to TENANT from OWNER that HPD has disapproved the Lease.

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44. The following requires the prior written approval of HPD:

(a) modification or termination of this Lease, except for a breach of the covenants and conditions contained herein;

(b) assignment of this Lease and subletting of the demised premises;

(c) change in the use of the demised premises, as provided for in Paragraph 40.

(d) in any instance requiring the prior written approval of HPD, as referred to in subds. (a), (b) and/or (c), OWNER agrees that it will expeditiously submit such documents as may be required in order to obtain the approval of HPD.

45. Upon condition that TENANT is not in default under any of the covenants of this Lease, OWNER will continue to provide the demised premises with steam heat, with the specific understanding that it is not the obligation of OWNER to provide the equipment for the distribution of heat within any portion of the demised premises and that such equipment as may be necessary shall be installed and maintained at the sole cost and expense of TENANT. TENANT shall, in addition, install and maintain such equipment as may be necessary to provide hot water to the demised premises at its sole cost and expense.

46. TENANT acknowledges and agrees that the premises are provided with meters which measure the consumption of gas and electricity in the demised premises. TENANT shall maintain said equipment in good working order and repair it at its sole cost and expense. In the event that either or both of said meters require replacement or repair (of which fact TENANT constitutes and appoints OWNER to be the sole judge) OWNER may repair or replace said meter or meters and TENANT shall pay OWNER for the cost of repair or replacement as additional rent. TENANT further covenants and agrees that it shall maintain accounts in its own name with Consolidated Edison Company for gas and electrical service, and shall pay for gas and electricity consumed in connection with his use and occupancy of the demised premises to Consolidated Edison Company directly. In the event TENANT is unable to maintain said accounts with Consolidated Edison Company for any reason whatsoever, OWNER, at its option, may supply said gas or electrical service, as the case may be, and TENANT covenants and agrees to pay for gas and electricity as additional rent in accordance with bills rendered by OWNER.

47. TENANT shall not permit or allow deliveries for any purpose to or from the demised premises between the hours of 9 P.M. and 6 A.M., nor shall TENANT permit display racks, moving racks,

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dollies or other devices for the storage, transport or display of goods to be or remain in either the front or the rear of the demised premises except when actually in use for the purpose of facilitating deliveries to or from the premises.

48. TENANT shall, at its sole cost and expense, arrange for the removal of its refuse and rubbish from the building. Notwithstanding any provision in this Lease to the contrary, the removal of such refuse and rubbish by TENANT or by others shall be subject to such rules and regulations as, in the sole judgment of OWNER, are necessary for the proper operation of the building.

49. TENANT shall not, at any time, use or occupy the demised premises in violation of Paragraphs 2 or 44 hereof, or the Certificate of Occupancy issued for the building, or any zoning regulations which currently affect or may affect the demised premises. TENANT shall, at its sole cost and expense, obtain any and all licenses and permits which may be required to conduct the business provided for herein.

50. Notwithstanding any provision in this Lease to the contrary and, except as exists as of the date of this Lease, no sign, illumination or advertisement of any nature shall be permitted in any show window, on the door or on or about the front of the premises, nor shall any awning, security grille or shutter or mechanical equipment be installed unless TENANT has first secured written consent therefor in each instance from OWNER, which consent shall not be unreasonably withheld. In the event that TENANT violates the provisions of the within paragraph, OWNER shall have the right, without notice, to remove such sign, illumination, advertisement, awning, security grille or shutter or mechanical equipment by force or otherwise, without incurring any liability for such action, and OWNER shall have all the remedies provided in this Lease for a default by TENANT.

51. TENANT has been advised and acknowledges the fact that OWNER was organized under and pursuant to the provisions of the Private Housing Finance Law of the State of New York and is supervised and operates under the authority of the Department of Housing Preservation and Development, City of New York. By reason thereof, in lieu of the payment of real estate taxes to the City of New York, OWNER is obligated to make payment of an amount defined as "shelter rent", to wit: ten (10%) percent of the difference between the total income of OWNER (adjusted to a cash basis) less the cost of gas, electricity, fuel or steam, and water\sewer rent.

In the event that "shelter rent" in lieu of real estate taxes is terminated by any governmental authority and OWNER is obligated to commence payment of real estate taxes to the City of New York, TENANT covenants and agrees to pay to OWNER, in addition to the annual rental reserved herein, an amount equal to the

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percentage increase of the real estate taxes, calculated as follows:

- (a) the "Base Tax Year" shall mean the real property assessment for the tax year in which "shelter rent" is terminated;
- (b) the proportionate share of the increase payable by TENANT to OWNER shall be 11.8% of any and all increases in real estate taxes imposed on the property with respect to every tax year, or part thereof, during the term of this lease, whether such increase results from a higher tax rate or an increase in the assessed valuation of the property, or both;
- (c) the "Property" shall mean the land and building of which the demised premises are a part;
- (d) the "Real Estate Taxes" shall mean taxes and assessments imposed upon the Property, including any special assessment imposed thereon for any purpose whatsoever by the taxing authority;
- (e) the additional rent shall be payable by TENANT to OWNER not later than fourteen (14) days after each such tax year or any installment thereof is due and after demand therefor by OWNER, which demand shall be in writing and shall include a copy of the real estate tax bill constituting conclusive evidence of the amount to be paid by TENANT to OWNER;
- (f) all such payments shall be appropriately pro-rated for any partial tax year occurring during the first and last year of the term of this lease; and
- (g) the proportionate share of the increase payable by TENANT to OWNER, as provided for in subd. (b) herein, has been calculated based upon the commercial section of OWNER consisting of six (6) store units to be in the amount of 15,397 square feet.

Only OWNER shall be eligible to institute tax reduction or other proceedings to reduce the assessed valuation. In the event that OWNER is successful in any such reduction proceedings and obtains a rebate for periods during which TENANT has paid its share of real estate taxes, OWNER shall, after deducting the expenses of OWNER in connection therewith including, but not limited to, legal fees and disbursements, return to TENANT the pro rata share of such rebate, except that TENANT may not obtain any portion of the benefits which may accrue to OWNER from any

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reduction in real estate taxes for any tax year below those imposed in the Base Tax Year.

52. Upon condition that a proposed assignee of this lease agreement or proposed sublessee of the demised premises provides OWNER with proof satisfactory to OWNER of its financial responsibility, credit and business history, OWNER agrees not to unreasonably withhold or delay its consent to the assignment of lease agreement or subletting of the demised premises subject, however, to the approval of HPD as hereinbefore described.

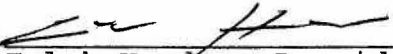
53. Upon condition that TENANT provides OWNER with the plans and/or specifications for proposed alterations to the demised premises including, but no limited to, the requisite approvals and permits required to be issued by any governmental agency having jurisdiction thereof, OWNER agrees not to unreasonably withhold or delay its consent such alterations by TENANT.

54. TENANT acknowledges that it has been advised by OWNER that OWNER has heretofore entered into a Lease with Clearfield Columbia Street Drug Corp. for the premises 55 Columbia Street, New York, New York in which Clearfield has been granted the exclusive right as and among the commercial tenants of OWNER to operate a retail pharmacy and drug store for the sale of such products as are customarily dispensed by a pharmacy and drug store and to conduct the sale of such forms of lottery tickets and games as are authorized and supervised by the State of New York. Accordingly, TENANT agrees that the use of the demised premises for any of the purposes reserved for Clearfield, or successor lessee, shall constitute a breach of a substantial obligation of this Lease and grounds for the immediate termination thereof.

55. The provisions of this lease agreement are not subject to modification, amendment or deletion except by a further agreement, in writing, duly executed by the parties.

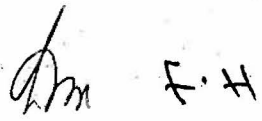
MARIAM FOOD CORP.

MASARYK TOWERS CORPORATION

By: 
Faleh Hamdan, President


Bernice McCallum, President

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GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached Lease, including the "Rules and Regulation" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement shall not be ended, or changed by reason of the claims to Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached Lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the Lease. As a further inducement to Owner to make the Lease Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other on any matters concerning the Lease or of this guaranty that Owner and the undersigned shall and do waive trial by jury.

.....
Guarantor's Residence

.....
Business Address

.....
Firm Name

STATE OF NEW YORK) ss.:

COUNTY OF)

Dated: 19

On this _____ day of _____, 19____, before me personally came to me known and known to me to be the individual described in, and who executed the foregoing Guaranty and acknowledged to me that he executed the same.

.....
Guarantor

.....
Witness

.....
Notary



IMPORTANT - PLEASE READ



RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards.
2. If the premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, etc.
3. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.
4. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations or interfere in any way with other Tenants or those having business therein.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for each Tenant by Owner at the expense of such Tenant, and shall be of a size, color and style acceptable to Owner.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall

be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

7. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.

8. Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Owner for all acts of such person.

9. Owner shall have the right to prohibit any advertising by any Tenant which, in Owner's opinion, tends to impair the reputation of Owner or its desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.

10. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the demised premises.

11. Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner 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 setting sufficient in Owner's judgement to absorb and prevent vibration, noise and annoyance.

12. Refuse and Trash - Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Address

Premises

TO

STANDARD FORM OF

Store Lease



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Dated

Rent Per Year

Rent Per Month

Term From To

Drawn by

Checked by

Entered by

Approved by

19