

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") dated as of the ____ day of _____, 2019, by and between RIVERBEND HOUSING COMPANY, Inc. ("Owner"), with an office at 2289 Fifth Avenue, New York, New York 10037, Attn: Management Office and ABDULA ALHADAI ("Tenant"), having a place of business at 2289 Fifth Avenue, Store No. 2, New York, New York 10037 (the "Demised Premises") and Morshed Nagi (to the extent applicable), with an address of 2289 Fifth Avenue, New York, New York 10037 will modify any and all agreements between Owner and the Tenant as provided herein.

WHEREAS, Owner and Tenant entered into a store lease agreement and rider to lease agreement (collectively, the "Original Lease") for the Demised Premises dated June 17th, 2009 as amended by that certain first amendment to lease agreement dated as of January, 2015 (the "First Amendment"); and

WHEREAS, Owner and Tenant wish to modify and extend the terms of the Original Lease as amended by the First Amendment by this Second Amendment effective May 1, 2019.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant hereby agree to the following modifications:

1. **Agreement.** All terms of the Original Lease as amended by the First Amendment, to the extent applicable, shall remain in full force and effect, except as specifically modified and/or provided herein. The Original Lease, First Amendment and this Second Amendment shall hereafter be collectively known as the "Lease".

2. **Extension.** The term of the lease extension shall commence on May 1, 2019 and shall expire on April 30, 2024 (the "Expiration Date"). The rent schedule set forth below shall apply as of May 1, 2019.

3. **Rent.** Paragraph 41 of the Original Lease is amended to provide that Tenant shall pay Fixed Rent (not including any rent escalations due to increases for taxes or other Additional Rent set forth in the Lease) to Owner as follows, with Year 1 beginning on May 1, 2019:

<u>Term</u>	<u>Fixed Annual Rent</u>	<u>Fixed Monthly Rent</u>
Year 1 5/1/19 – 4/30/20	\$39,341.14	\$3,278.43
Year 2 5/1/20 – 4/30/21	\$40,521.37	\$3,376.78
Year 3 5/1/21 – 4/30/22	\$41,737.01	\$3,478.08
Year 4 5/1/22 – 4/30/23	\$42,989.12	\$3,582.43
Year 5 5/1/23 – 4/30/24	\$44,278.79	\$3,689.90

Upon execution hereof, Tenant shall pay to Owner the amount of \$572.94, representing the difference in Fixed Rent that Tenant paid to Owner from May 1, 2019 through October 31, 2019 and the Fixed Rent due hereunder.

4. **Option to Extend.** Notwithstanding anything to the contrary in the Lease, Tenant shall have no option and/or right to renew or extend the Lease following the Expiration Date, unless otherwise agreed to in writing by Owner in Owner's sole and absolute discretion.

5. **Security.** Notwithstanding anything to the contrary in the Lease, simultaneously with the execution hereof, Tenant shall deposit with Owner the amount of \$6,556.86 (i.e., 2 months of Fixed Rent) or the difference between this foregoing amount and the amount currently held by Owner for Tenant's security under the Lease. Notwithstanding the foregoing, as of the date hereof, Owner is holding a security deposit in the amount of \$6,000.46. Accordingly, Tenant shall deposit with Owner the amount of \$556.40 simultaneously with the execution hereof so that Owner will be holding the amount of \$6,556.86 (i.e., 2 months of Fixed Rent).

6. **Approvals.** This Amendment shall be subject to the approval of The New York City Department of Housing Preservation and Development and other mortgagee's approval, if necessary.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Second Amendment on the date and year below.

OWNER:

TENANT:

RIVERBEND HOUSING COMPANY, INC.

By: Kyndell A Reid
Kyndell Reid, President

Abdula Alhadai
Name: Abdula Alhadai

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") dated as of the ____ day of January, 2015, by and between RIVERBEND HOUSING COMPANY, Inc. (hereinafter referred to as "Owner"), with an office at 2289 Fifth Avenue, New York, New York 10037, Attn: Management Office and ABDULA ALHADAI (the "Tenant"), having a place of business at 2289 Fifth Avenue, New York, New York 10037 (the "Demised Premises") and Morshed Nagi (to the extent applicable), with an address of 2289 Fifth Avenue, New York, New York 10037 will modify any and all agreements between Owner and the Tenant;

WHEREAS, Owner and Tenant entered into a store lease agreement (the "Lease") for the Demised Premises dated June 17th, 2009; and

WHEREAS, Owner and Tenant wish to modify and extend the terms of the Lease between them by this Amendment effective May 1, 2014.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant hereby agree to the following modifications:

1. **Agreement.** All terms of the Lease, to the extent applicable, shall remain in full force and effect, except as specifically provided herein. The Lease and the Amendment shall hereafter be collectively known as the Lease.

2. **Extension.** The term of the lease extension shall commence on May 1, 2014 and shall expire on April 30, 2019 (the "Expiration Date"). The rent schedule set forth below shall apply as of May 1, 2014.

3. **Rent.** Paragraph 41 of the Lease is amended to provide that Tenant shall pay Fixed Minimum Rent (not including any rent escalations due to increases for taxes or other Additional Rent set forth in the Lease) to Owner as follows, with Year 1 beginning on May 1, 2014:

<u>Term</u>	<u>Fixed Annual Rent</u>	<u>Fixed Monthly Rent</u>
Year 1	\$33,936.00	\$2,828.00
Year 2	\$34,954.08	\$2,912.84
Year 3	\$36,002.76	\$3,000.23
Year 4	\$37,082.76	\$3,090.23
Year 5	\$38,195.28	\$3,182.94

4. **New Paragraph 41a. Option to Extend.** Pursuant the requirements herein, Tenant shall have the right to extend the Lease term for an additional five (5) year period beyond April 30, 2019 (the "Option Period"). If Tenant exercised the Option Period, the Lease Agreement shall expire on April 30, 2024. Same shall be conditioned on Tenant providing not less than one (1) years' written notice to Landlord prior to the expiration of the Lease term, time

being of the essence, and provided that Tenant is not in violation of any provision of this Lease. The rent due during the Option Period shall be:

<u>Term</u>	<u>Fixed Annual Rent</u>	<u>Fixed Monthly Rent</u>
Year 1	\$39,341.16	\$3,278.43
Year 2	\$40,521.36	\$3,376.78
Year 3	\$41,736.96	\$3,478.08
Year 4	\$42,989.16	\$3,582.43
Year 5	\$44,278.80	\$3,689.90

5. **Security.** Paragraph 45a of the Lease is amended to provide that Tenant shall deposit the Tenant's security of \$5,656.00, or the difference between this amount and the amount currently held by Landlord for Tenant's security, to be held under Paragraph 31 of the Lease.

6. **Approvals.** This Amendment shall be subject to the approval of The New York City Department of Housing Preservation and Development ("HPD") and other mortgagee's approval, if necessary.

7. **Environmental Indemnification and Warranty.** The following shall be incorporated into the Lease as Paragraph 84:

a. **Definitions.**

- a. "*De Minimis Amounts*" shall mean, with respect to any given level of Hazardous Materials, that level or quantity of Hazardous Materials in any form or combination of forms, the use, storage or Release of which does not constitute a violation of, or require regulation or Remediation under, any Environmental Laws, and is customarily employed in the ordinary course of Tenant's business.
- b. "*Environmental Laws*" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to Hazardous Materials and/or the protection of human health or the environment, by reason of a Release or a Threatened Release of Hazardous Materials or relating to liability for or costs of Remediation or prevention of Releases. "Environmental Laws" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations, rulings, orders or decrees promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like, addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act, National Emission Standards for Hazardous Air Pollutants (NESHAP), New York State DEC Regulation, Part 232; and the Resource Conservation and Recovery Act. "Environmental Laws" also includes, but is not limited to, any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, conditioning

transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the property; requiring notification or disclosure of Releases or other environmental condition of the Demised Premises to any Governmental Authority or other person or entity, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements relating to Hazardous Materials in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to Hazardous Materials; and relating to wrongful death, personal injury, or property or other damage in connection with the physical condition or use of the Demised Premises by reason of the presence of Hazardous Materials in, on, under or above the Demised Premises.

- c. "*Governmental Authority*" means any governmental authority, agency, department, commission, bureau, board, instrumentality, court or quasi-governmental authority of the State, County and City of New York and the United States.
- d. "*Hazardous Materials*" means any substance, gas, material or chemical which is or may be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous wastes," "regulated substances" or words of similar import under any Environmental Laws.
- e. "*Release*" means any presence, release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials on to, under or from the Premises.
- f. "*Remediation*" means any response, remedial, removal, or corrective action, any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Materials, any actions to prevent, cure or mitigate any Release, any action to comply with any Environmental Laws or with any permits issued pursuant thereto, any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or any evaluation relating to any Hazardous Materials.
- g. "*Threatened Release*" means a substantial likelihood of a Release which requires action to prevent or mitigate damage to the soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air or any other environmental medium comprising the Premises which may result from such Release.

b. Tenant covenants and agrees with Owner as follows:

- a. Tenant covenants to Owner during the term of this Lease that: (i) the Demised Premises shall not be in violation of or subject to any remedial obligations under

any Environmental Laws which might reasonably result in any material adverse change in the Premises; (ii) if any investigation or inquiry by any Governmental Authority regarding any possible violation of any Environmental Laws which might reasonably result in any material adverse change in the Demised Premises is initiated, Tenant shall promptly notify Owner of same; (iii) all uses and operations on the Demised Premises by Tenant shall be in compliance in all material respects with all Environmental Laws and permits issued pursuant thereto; (iv) there shall be no Releases in, on, under or from the Demised Premises, except in De Minimis Amounts; and (v) Tenant shall keep the Demised Premises free and clear of all liens and encumbrances against the Demised Premises arising out of a violation by Tenant of any Environmental Law.

- b. In the event that any Remediation is required under any applicable Environmental Law, by any judicial order or by any Governmental Authority in connection with the Demised Premises, Tenant shall perform or cause to be performed the Remediation in compliance with such law, regulation, order or agreement. All Remediation shall be performed by one or more contractors, selected by Tenant and approved (such approval not to be unreasonably withheld or delayed) in advance in writing by Owner, and under the supervision of a consulting engineer selected by Tenant and approved (such approval not to be unreasonably withheld or delayed) in advance in writing by Owner, HPD and mortgagee, if necessary. All costs and expenses of such Remediation shall be paid by the Tenant, including, without limitation, the charges of such contractor(s) or consulting engineer, or both, and the reasonable attorneys' fees and costs incurred by the Owner in connection with its monitoring or review of such Remediation. In the event that Tenant shall fail to commence timely, or cause to be commenced and fail to prosecute diligently to completion, such Remediation, Owner may, but shall not be required to, cause such Remediation to be performed, and all costs and expenses thereof, or incurred in connection therewith shall be due and payable by Tenant upon demand therefor by Owner. Tenant's remediation obligation under this Section shall apply only to violations by Tenant or Tenant's agents of Environmental Laws relating to the Demised Premises, which occurred or commenced on the Commencement Date or during the term of this Lease and were caused by the actions or inactions of Tenant or Tenant's agents. Without limiting the generality of the foregoing, Tenant shall not be responsible for Remediation that is occasioned by the violation of any Environmental Laws after the expiration or earlier termination of this Lease.
- c. Tenant shall indemnify, defend and hold the Landlord Indemnified Parties and agents of the Landlord Indemnified Parties harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities or losses arising out of or in any way relating to the Release of Hazardous Materials in, on or under the Demised Premises during the term of this Lease as a result of the actions or inactions of Tenant or Tenant's agents.

8. **Insurance.** Supplementing the provisions set forth in Paragraph 46 of the Lease, Owner's Managing Agent, HPD and the New York City Housing Development Corporation ("HDC") shall also be known as Landlord Indemnified Parties (as such term is defined in the Lease). On the execution of this Amendment and thereafter, Tenant agrees to deliver to Owner either a duplicate original of the aforesaid policy, naming the Landlord Indemnified Parties as additional insureds, or a certificate evidencing that such insurance is in full force and effect and may not be canceled except upon thirty (30) days' notice to Owner, together with evidence of payment for the policy. Tenant's failure to provide and keep the aforementioned insurance in force shall be regarded as a material default under the terms of the Lease, entitling Owner to exercise any or all of the remedies as provided in the Lease in the event of Tenant's default. Notwithstanding the foregoing, Owner may require Tenant, from time to time, to increase said coverage amounts to such limits of insurance customary required for similar properties in the NY Metropolitan area with tenants operating businesses similar to that of Tenant.

9. **New Paragraph 85. Hours of Operation.** Notwithstanding anything set forth in the Lease to the contrary, Tenant's hours of operation shall be limited, each day of the week, including weekends to 6:00 a.m. to 2:00 a.m., with no twenty-four (24) hour service of any kind. Tenant acknowledges that strict enforcement of said schedule is a material term of this Lease. Landlord may, among other remedies, seek equitable relief in the event of Tenant's failure to strictly adhere to such time limitations.

10. **New Paragraph 86.** Notwithstanding anything set forth in the Lease to the Contrary, Tenant shall, not do any business through any service window or opening and only permit patronage from within the Premises by access and egress through the existing front doorway. Tenant shall keep closed and/or close any existing service window or opening, permanently, and properly secure same at its sole cost and expense. Landlord may, among other remedies, seek equitable relief in the event of Tenant's failure to strictly adhere to the requirements of this paragraph.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Amendment on the date and year below.

RIVERBEND HOUSING COMPANY, INC.

ABDULA ALHADAI

By: _____
Beverly Alston, President

By: _____
Name: Abdula Alhadai

STANDARD FORM OF STORE LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 17th day of June in the year 2009, between Riverbend Housing Company, Inc., c/o Management Office, 2289 Fifth Ave., NY, NY 10037, party of the first part, hereinafter referred to as OWNER, and Abdula Alhadai, 2289 Fifth Avenue, Store No. 2, New York, NY 10037 party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner

Store #2.

in the building known as 2289 Fifth Avenue, City of New York, for the term of five (5) years in the Borough of Manhattan

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the 1st day of May in the year 2009, and to end on the 30th day of April in the year 2014, and both dates inclusive, at the annual rental rate of _____, and

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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 setoff 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 representative, successors and assigns, hereby covenant as follows:

Rent: Occupancy:

1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall use and occupy the demised premises for a candy store, variety store and newspaper and magazine store

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 worker's compensation, commercial general liability, personal and property damage insurance as Owner may require. If an mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been 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 a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations installed in the demised 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 demised 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 same from the demised premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, 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 demised 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 demised 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, shall cause the same to be operated in a good and workmanlike manner, 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 the lease, take good care of the demised premises (including, without limitation, the storefront) and

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 violations, 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 demised premises, if the demised 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 demised 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 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, or

which shall or might subject Owner to any liability or responsibility to any person, or for property damage, 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 the demised premises issued by a body making fire insurance rates applicable to said demised premises shall be conclusive evidence of the facts herein stated and of the several items and charges in the fire insurance rate than applicable to said demised premises.

Subordination: 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 the 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 commercial general 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 of the demised premises 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 therefore, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefrom. 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's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease or by 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 demised 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 demised premises shall have been repaired and restored by Owner (or sooner recouped in part by the 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 demised 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 demised 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

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casualty. Notwithstanding anything contained to the contrary in subdivisions (a) through (e) hereof, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to its 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 interest in any partnership or other legal entity which is 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 or 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 way 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, reasonable 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 way 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 demised 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, ducts, 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 therefore, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the 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 therefore, 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 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 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 demised 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 demised 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 (or a guarantor of any of Tenant's obligations under this lease) as the debtor; or (2) the making by Tenant (or a guarantor of any of Tenant's obligations under this lease) 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 demised 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 the demised 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 demised 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 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall have failed, after five (5) days written notice, to redeposit with Owner any portion of the security deposit hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder, or if Tenant shall be in default with respect to any other lease between Owner and tenant; or if Tenant shall fail to move into or take possession of the demised 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) day 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 the demised premises, and remove their effects and hold the demised 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, dispossess and/or expiration, (b) Owner may re-let the demised 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 demised premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorney's 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 judgment, 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 of 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 proceedings, 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 therefore, 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 demised 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 commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the demised 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 way 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 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 the demised 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 the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised 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 the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commence any proceeding or action for possession, including a summary proceeding for possession of the demised 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 way 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 judgment 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, any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this lease) and shall be deemed to have been properly given, rendered or made, if sent by registered or certified mail (express mail, if available), return receipt requested, or by courier guaranteeing overnight delivery and furnishing a receipt in evidence thereof, addressed to the other party at the address hereinabove set forth (except that after the date specified as the commencement of the term of this lease, Tenant's address, unless Tenant shall give notice to the contrary, shall be the building), and shall be deemed to have been given, rendered or made (a) on the date delivered, if delivered to Tenant personally, (b) on the date delivered, if delivered by overnight courier or (c) on the date which is two (2) days after being mailed. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demand or other communications intended for it. Notices given by Owner's managing agent shall be deemed a valid notice if addressed and set in accordance with the provisions of this Article. At Owner's option, notices and bills to Tenant may be sent by hand delivery.

 Space to be filled in or deleted

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 the 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 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. If 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.

 of the total meter charges, as Tenant's portion. 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 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 the demised premises clean and in order, to the satisfaction of Owner, and if the 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, keep said sidewalks and curbs free from snow, ice, dirt and rubbish and maintain said sidewalks in a reasonably safe condition in compliance with requirements of law. ~~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 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 \$4,650.00 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 reletting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the case of every such use, application or retention, Tenant shall, within five (5) days after demand, pay to Owner the sum so used, applied or retained which shall be added to the security deposit so that the same shall be replenished to its former amount. 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 said 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 or conveyance, assignment or transfer 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 or their successors in interest, or between the parties and the purchaser, grantee, assignee or transferee at any such sale, or the said lessee of the building, or of the land and building, that the purchaser, grantee, assignee or transferee at any such sale, or the said 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 unreasonable 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, a 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 the 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 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 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

~~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:

Witness for Tenant:

Riverbend Housing Company, Inc.

By:

Shirley Gary, President

ALM
Abdula Alhadai

ACKNOWLEDGEMENT

STATE OF NEW YORK,

COUNTY OF

SS.:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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 therefore 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 demised 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 demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, rap sessions, or as a so called rubber goods shop, 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 demised 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 matter 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, stating whether or not there exists any defaults by owner under this lease, and, if so, specifying each such default and such other information as shall be required of Tenant.

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.

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 Regulations" as therein provided, without requiring any notice to Guarantor or 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.

Dated: in the year

Guarantor

Witness

Guarantor's Residence

. Business Address

. Firm Name

STATE OF NEW YORK) ss.:
COUNTY OF)

On the day of in the year
before me, the undersigned, a Notary Public in and for said State, personally appeared
be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

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 demised 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 fixed by 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 demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.

Tenant shall not 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 stinging of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not 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



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Store
Lease

STANDARD FORM OF

Address 2289 Fifth Avenue
New York, NY
Premises Store #2
TO
Abdula Alhadad
Riverbend Housing Company, Inc.

Dated in the year

Rent Per Year
Rent Per Month

Term
From
To

Drawn by
Checked by
Entered by

Approved by

RIDER TO LEASE

OWNER: RIVERBEND HOUSING COMPANY, INC.

TENANT: ABDULA ALHADAI

Demised Premises: STORE #2
2289 FIFTH AVENUE
NEW YORK, NY 10037

DATED: ~~June~~ 17 ~~May~~, 2009

40. Conflict of Provisions. The provisions of this Rider supplement and modify the provisions of the printed form of Lease. If there is any conflict between the provisions of the Rider and the printed form of Lease, the Rider provisions shall govern.

41. Fixed Rent. Tenant covenants and agrees to pay to Owner, without notice or demand, at the office of Owner, a fixed annual rental (the "Fixed Rent") as follows:

Year 1 - \$27,900.00 Per Annum / \$2,325.00 Per Month
Year 2 - \$29,016.00 Per Annum / \$2,418.00 Per Month
Year 3 - \$30,176.64 Per Annum / \$2,514.72 Per Month
Year 4 - \$31,383.71 Per Annum / \$2,615.31 Per Month
Year 5 - \$32,639.05 Per Annum / \$2,719.92 Per Month

Additional Rent. All payments other than Fixed Rent to be made by Tenant pursuant to this Lease shall be deemed additional rent ("Additional Rent") and, if Tenant fails to make payment thereof, Owner shall have all rights and remedies provided for herein, or by law, in the case of nonpayment of rent.

42. Possession, Cancellation and Commencement Date. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to possession, use and occupancy of the Demised Premises from May 1, 2009 (the "Commencement Date") until the Expiration Date of the Lease. Tenant shall use and occupy the Demised Premises pursuant to all other terms, covenants and conditions of the within Lease.

43. Water Usage. Water meters will be used for metering the Tenant's use of the water in the Demised Premises as per Paragraph 28. The Tenant will pay promptly all water bills issued by the City Of New York or by the Owner's Agent, as billed to the Owner by the City.

44. Intentionally Omitted.

45a. Security. Owner shall deposit the Tenant's security of \$4,650.00 (due upon execution of Lease) held under Paragraph 31 hereof in an interest bearing account of which owner is entitled to retain the lesser of the interest paid on said account or 1% as an administrative fee. Within 30 days of the commencement of each lease year, Tenant shall deposit with Owner an amount equal to the difference between the current security and that

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necessary to be paid so that the total security is equal to two (2) months Fixed Rent for the new lease year so set forth in Paragraph 41. Interest earned on the security deposit shall be paid to Tenant by Owner no later than January 31 of each new lease year.

45b. Supplementing paragraph "31" herein, it is expressly understood and agreed that if the Tenant fails to comply with such of the terms, covenants and conditions hereof or surrenders or abandons the said premises without the written consent of the Owner, or if the Tenant be dispossessed therefrom, then and in every such event, the sum herein deposited as aforesaid shall belong to the Owner as a part of the expense that the Owner may incur in regaining possession of the said Demised Premises, and redecorating, repairing and reletting the same and this sum shall not be considered as payment for any rental due herein or in any manner releasing the said Tenant from any inability to perform the covenants, terms and conditions of this lease.

46. Indemnity and Liability Insurance

46.1 Tenant agrees to indemnify and save harmless Owner, the New York City Department of Housing Preservation and Development ("HPD"), the New York City Housing Development Corporation ("HDC"), Prestige Management, Inc. (collectively, the "Indemnitees") against and from any and all claims, costs, demands, causes of action, expenses (including, without limitation, attorneys' fees) and liabilities of any kind (including by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work or thing whatsoever done or failed to be done by or on behalf of Tenant, in or about the Demised Premises, and will further indemnify and save Owner, its board of directors, agents, shareholders, attorneys, successors and/or assigns harmless against and from any and all claims, costs, demands, causes of action, expenses (including, without limitation, attorneys' fees) and liabilities of any kind arising from any breach or default on the part of Tenant to be performed, pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees, invitees or licensees,; and in case any action or proceeding be brought against Owner by any reason set forth in this paragraph, Tenant, upon notice from Owner, covenants to resist or defend, at Tenant's expense, such action or proceeding by counsel reasonably satisfactory to Owner. This indemnity does not cover claims against Owner arising out of Owner's or Owner's agents and employees negligence.

46.2 Tenant covenants to provide on or before the Commencement Date and to keep in force during the term hereof for the benefit of Owner and Tenant a comprehensive policy of liability insurance protecting Owner and Tenant against any liability whatsoever occasioned by accident on or about the Demised Premises or any appurtenances thereto. Such policy is to be written by good and solvent insurance companies reasonably satisfactory to Owner, and the limits of liability thereunder shall not be less than the amount of Two Million (\$2,000,000) Dollars per occurrence, and in the aggregate amount of not less than Five Million (\$5,000,000), and in the amount of One Million (\$1,000,000) Dollars in respect of property damages. On the execution of this Lease and thereafter, Tenant agrees to deliver to Owner either a duplicate original of the aforesaid policy, naming the Indemnitees as additional insureds, or a certificate evidencing that such insurance is in full force and effect and may not be cancelled except upon thirty (30) days' notice to the Indemnitees, together with evidence of payment for the policy. Tenant's failure to provide and keep the aforementioned insurance in force shall be regarded as a

material default under the terms of this Lease, entitling Owner to exercise any or all of the remedies as provided in this Lease in the event of Tenant's default. Tenant shall deliver to Owner, on the execution of this Lease, a certificate of insurance evidencing the insurance required pursuant to this paragraph 46.2 and naming the Indemnitees as additional insureds.

47. Operating Tenant. Notwithstanding any of the provisions of this Lease, the Tenant herein shall not be a nominee corporation of the operator of the Demised Premises but shall be the actual business entity or business owner utilizing the Demised Premises.

48. Utilities. Owner shall provide heat to the Demised Premises seven (7) days per week as necessary when provided to residential occupants of the building. Tenant shall furnish and pay for its own gas, electricity (which shall be serviced by a separate submeter), water and cleaning of the Demised Premises and removal of waste materials and all other utilities used by Tenant in connection with Tenant's business and Owner shall not be obligated to furnish or pay for any such utilities or the hook-up therefor. Tenant will furnish and supply such mechanical equipment necessary to provide Tenant with the foregoing utility services at Tenant's sole cost and expense. Tenant agrees to maintain the utility systems in the Demised Premises and keep them in good condition and repair during the term of this Lease, at Tenant's own cost and expense. In the event that there are no electric, gas and water meters in the Demised Premises at the time the Tenant takes possession, the Tenant shall cause to have installed separate electric, gas, and water meters measuring the electric, gas and water consumed by Tenant in the Demised Premises and thereafter Tenant shall pay for such electric, gas and water directly to the appropriate utility company or governmental department, as and when billed by such utility company or governmental department. The cost of the installation of such electric, gas and water meter shall be borne solely by Tenant.

49. Condition of the Demised Premises. It is understood and agreed that the Demised Premises and utilities located therein, including but not limited to all fixtures and appurtenances, are being rented in their present condition "AS IS" and that Owner shall not be obligated to make any improvements, alterations or repairs to the Demised Premises. Tenant has inspected the Demised Premises and the Building and acknowledges that the Owner has made no representations as to the condition thereof or suitability thereof for any purpose or business.

50a. Repairs. Notwithstanding and in addition to the provisions of Paragraph 4 of the printed form hereof, Tenant covenants to make any and all non-structural interior and exterior repairs and replacements to the Demised Premises, at Tenant's sole cost and expense, necessary to keep the Demised Premises and the utility systems therein in good physical order and condition, including, but not limited to ventilation, plumbing, and other utility systems, floors, ceilings, water and sewer connections, wires or conduits for electrical and other utilities, fixtures, machinery and equipment located in the Demised Premises, reasonable wear and tear excepted. If structural repairs are required by or structural damage is caused as a result of Tenant's use or occupancy of the Demised Premises, Tenant shall be required to make such necessary structural repairs resulting therefrom, at Tenant's sole cost and expense. Any repairs or replacements required to be made by Tenant are to be at least equal in quality of materials and workmanship to the work or installation existing at the time Tenant takes possession of the Demised Premises.

50b. If Tenant fails to keep the Demised Premises in good repair and perform all repairs as required hereunder, then Owner shall have the right to complete such repairs, after giving Tenant ten (10) business days written notice. Tenant will be responsible for the cost of such repairs completed by Owner on Tenant's behalf, which sum shall be due and payable along with interest therein as Additional Rent on the first day of the month following the submission of such documentation by Owner to Tenant.

50c. All costs, expenses, improvements (other than structural or capital improvements unless caused by Tenant's use or occupancy) and obligations of every kind and nature whatsoever, relating to the occupancy, use, maintenance, repair and operation of the Demised Premises, except for Owner's negligence or deliberate acts shall be paid by Tenant, and Tenant shall indemnify and save harmless Owner against and from all thereof.

51. Cleaning/Maintenance of Sidewalk and Other Outside Areas. Tenant agrees to maintain the sidewalks in front of the Demised Premises, and repair same if damage is caused thereto by Tenant, its agents, its invitees, employees or licensees, and agrees to keep same free from snow, ice, garbage and debris (at its own cost and expense) and will be responsible for any violations imposed by any Governmental Authority as a result thereof. In the event that Tenant shall fail to keep the sidewalk and curb in front of the Demised Premises free and clear from snow, ice and rubbish, as provided in this Lease, within the earlier of twelve (12) hours after the accumulation of such snow, ice or rubbish or one (1) hour after the opening of the store, Owner shall have the right to cure such default at the expense of Tenant at an agreed cost of Twenty (\$20.00) Dollars per hour for each of Owner's employees as shall be required to cure such default, which sum Tenant agrees to pay as additional rent. Owner shall render to Tenant a bill within ten (10) days after Owner shall have cured the foregoing defaults, and the amount of such bill shall be due and payable as Additional Rent on the first day of the month following the curing of such default.

52. Plate Glass. Tenant shall be solely responsible for the maintenance, repair and replacement of all plate glass at the Demised Premises and agrees to immediately repair or replace any and all glass broken or damaged for any cause whatsoever within twenty-four (24) hours. In the event that Tenant does not immediately replace such plate glass, the Owner may do so at the expense of Tenant which cost shall become immediately due from Tenant as Additional Rent.

53. Owner's Right to Cure Tenant's Defaults and Default Interest. In the event Tenant defaults in any non-monetary obligation hereunder, Owner shall have the right, on not less than ten (10) days prior written notice to Tenant, unless such shorter time is provided herein, to perform such obligation and advance such sum of money as may be necessary to perform such obligation on Tenant's behalf. In such event, any sum so paid by Owner shall be payable by Tenant to Owner, together with interest thereon at the rate of sixteen (16%) percent per annum (the "Default Rate") as Additional Rent and shall become due and payable on demand. In every case in which Tenant is required by the terms of this Lease to pay to Owner a sum of money and payment is not made within ten (10) days after the same shall become due, interest at the Default Rate shall be payable on such sum or so much thereof as shall be unpaid from the date it

becomes due until it is paid. Such interest at the Default Rate shall be considered Additional Rent under this Lease.

54. Brokerage. Tenant and Owner represent that they have dealt with no broker in connection with this Lease.

55. Exculpatory Clause. Anything herein to the contrary notwithstanding, Owner's liability for its negligence or failure to perform its obligations hereunder shall be limited to its interest in the land and Building. Tenant shall neither seek to enforce nor enforce any judgment or other remedy against any other asset of Owner, except for the refund of security.

56. Submission to Jurisdiction, Etc. This Lease shall be deemed to have been made in New York County, New York, and shall be construed in accordance with the laws of the state of New York. All actions or proceedings relating directly or indirectly to this Lease shall be litigated only in state or city courts within the county of New York. Tenant and his permitted successors and assigns hereby (i) subject themselves to the jurisdiction of any state or city court located within such county, (ii) waive the personal service of any process upon them in any action or proceeding therein and consent that such process may be served by certified or registered mail, return receipt requested, directed to Tenant and any successor at Tenant's address hereinabove set forth, and to any successor at the address set forth in the instrument of assignment or to any attorney named by Tenant to receive such notification. Such service shall be deemed made five (5) days after such process is so mailed.

If either party commences any action or proceeding against the other in connection with this Lease, and such action or proceeding is disposed of by settlement, judgment or otherwise, favorably to Owner, Owner shall be entitled to recover from Tenant, in such action or proceeding, or a subsequently commenced action or proceeding, Owner's reasonable attorneys' fees and disbursements incurred in connection with such action or proceeding and all prior and subsequent discussions and negotiations and correspondence relating thereto. In the event such action or proceeding is disposed of favorably to Tenant, Tenant shall be entitled to collect Tenant's reasonable attorney's fees and disbursements incurred in connection with such action or proceeding and all prior and subsequent discussions and negotiations and correspondence relating thereto.

57. Late Payments. In the event the rental as set forth in this Lease is not paid by the 10th day of the month in which it is due, then, and in that event, Tenant shall pay by way of late charges a sum equal to five (5%) percent of the amount overdue. The provision hereunder shall in no way constitute a waiver of any of the rights and privileges of the Owner as reserved in this Lease. Notwithstanding the above, late payments shall not be due on account of interest required to be paid in accordance with Paragraph 53 above.

58. Additional Definitions. For the Purposes of this Lease and all agreements supplemental to this Lease, and all communications with respect thereto, unless the context otherwise required:

a. The terms "Commencement Date" and "Expiration Date" shall mean the dates fixed in this Lease, or to be determined pursuant to the provisions of this Lease, respectively, as the beginning and the end of the term for which the demised premises are hereby leased.

b. The term "laws and/or requirements of public authorities" and words of like import~~ance~~ shall mean laws and ordinances of any or all of the Federal, state, city, county and borough governments and rules, regulations, orders and/or directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities, having jurisdiction in the building, and/or the direction of any public officer pursuant to law.

c. The term "requirements of insurance bodies" and words of like important shall mean rules, regulations, orders and other requirements of the New York Board of Fire Underwriters and/or the New York Fire Insurance Rating Organization and/or any other similar body performing the same or similar functions and having jurisdiction or cognizance of the building and/or the Demised Premises.

59. Signage/Awnings. The Tenant hereby covenants and agrees not to erect or place, or cause to be erected or placed, any storefront, signs or awnings of any kind upon the exterior of the building of which the Demised Premises are a part without first obtaining Owner's prior written consent which will not be unreasonably withheld or delayed. Any such signs and their installation shall comply with all applicable laws and Tenant shall at its own cost, obtain and deliver a copy of all permits and licenses required to Owner, along with any renewals thereto.

60. Supplementing Article 3. All renovations, additions, installations, improvements and/or alterations of any kind or nature in the Demised Premises (herein "Tenant's Changes") shall require the prior written consent of Owner thereto which, in the case of non-structural interior Tenant's Changes, Owner agrees not to unreasonably withhold or delay. In granting its consent to any Tenant's Changes, Owner may impose such reasonable conditions (as to guarantee of completion, payment, restoration and otherwise including, the requirement of Tenant to post a bond to insure the completion of Tenant's Changes) as Owner may require. In no event shall Owner be required to consent to any Tenant's Changes which would physically affect any part of the building outside of the Demised Premises or would adversely affect the proper functioning of the mechanical, electrical, sanitary or other service systems of the building or which would, in the sole discretion of Owner, not be in keeping with the upgrading of the building and the Demised Premises to a first class residential building and its appurtenant commercial space. At the time Tenant requests Owner's written consent to any Tenant's Changes, Tenant shall deliver to Owner detailed plans and specifications therefor. Failure by Owner to respond to Tenant's request for consent to Tenant's full plans for initial occupancy of the Demised Premises within thirty (30) days after receipt thereof by Owner shall be deemed consent by Owner. Tenant shall pay to Owner any actual out-of-pocket fees or expenses incurred by Owner in connection with Owner's submitting such plans and specifications, if it so chooses, to an architect or engineer selected by Owner for review or examination and/or for supervision during performance of Tenant's Changes. Owner's approval of any plans specifications does not relieve Tenant from the responsibility for the legal sufficiency and technical competency thereof. Tenant before commencement of any Tenant's Changes shall:

1. Obtain the necessary consents, authorizations, sign-offs, letters of completion and licenses, if required by law, from all federal, state and/or municipal authorities having jurisdiction over such work; including but not limited to the New York City Landmarks Preservation Commission;
2. Furnish to Owner a certificate or certificates of Workmen's Compensation Insurance covering all persons who will perform Tenant's Changes for Tenant or any contractor, subcontractor or other person;
3. Furnish to Owner an original Policy of Public Liability Insurance (or certificate thereof) covering Owner in limit of not less than Five Million (\$5,000,000.00) Dollars for injuries or damages to person and property, in a well-rated company licensed to do business in New York State. Such policy shall be maintained at all times during the progress of Tenant's Changes and until completion thereof, and shall provide that no cancellation shall be effective unless thirty (30) days prior written notice has been given to the Indemnitees and shall have the Indemnitees as additional insureds.

Tenant agrees to indemnify and save the Indemnitees harmless from and against any and all bills for labor performed and equipments, fixtures and materials furnished to Tenant and applicable sales taxes thereon as required by New York law and from and against any and all liens, bills or claims therefor or against the Demised Premises or the building and from and against all losses, damages, costs, expenses, suits and claims whatsoever in connection with Tenant's Changes. The Demised Premises and the building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied. Failure to remove, by bonding or otherwise, any such lien within ten (10) days shall be an event of default under this Lease. Any expenses of Owner required to remove or otherwise deal with any such lien may be recovered by Owner as Additional Rent.

Tenant, at its expense, shall cause any Tenant's Changes consented to by Owner to be performed in compliance with all applicable laws and/or requirements of public authorities (including without limitation, all applicable provisions of New York City Landmarks Preservation Law) and all requirements of insurance bodies having jurisdiction, and in such manner as not to interfere with, delay or impose any additional expense upon the Owner in the maintenance or operation of the building and so as to maintain harmonious labor relations in the building.

If the performance of Tenant's Changes shall unreasonably interfere with the comfort and/or convenience of other tenants in the building or shall cause damage to or otherwise interfere with the occupancy of adjacent buildings, Tenant shall upon Owner's demand remedy or remove the condition or conditions complained of Tenant further covenants and agrees to indemnify and save the Indemnitees harmless from and against any and all claims, losses, damages costs, expenses, suits and demands whatsoever made or asserted against the Indemnitees by reason of the foregoing.

61. Without incurring any liability to Tenant, Owner may permit access to the Demised Premises and open the same, whether or not Tenant shall be present, upon demand of

any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's property or for any other lawful purpose (but this provision and any action by Owner hereunder shall not be deemed a recognition by Owner that the person or official making such demand has any right or interest in or to this Lease, or in or to the Demised Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of the city, state or federal governments.

62. No receipt of monies by Owner from Tenant, after any reentry or after the cancellation or termination of this Lease in any lawful manner, shall reinstate this Lease; and after the service of notice to terminate this Lease, or after the commencement of any action, proceeding or other remedy, Owner may demand, receive and collect any monies due, and apply them on account of Tenant's obligations under this Lease but without in any respect affecting such notice, action, proceeding or remedy, except that if a money judgement is being sought in any such action or proceeding, the amount of such judgement shall be reduced by such payment.

63. If Tenant is in arrears in the payment of Fixed Rent or Additional Rent, Tenant waives its right, if any, to designate the items in arrears against which any payments made by Tenant are to be credited and Owner may apply any of such payments to any such items in arrears as Owner, in its sole discretion, shall determine, irrespective of any designation or request by Tenant as to the items against which any such payments shall be credited.

64. No payment by Tenant nor receipt by Owner of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any such payment, nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment 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 payment due or pursue any other remedy in this Lease provided.

65. Whenever consent by Owner is required hereunder, it shall not be withheld if it is established by a court or body having final jurisdiction there over that Owner has been unreasonable, the only effect of such finding shall be that Owner shall be deemed to have given its consent or approval; but Owner shall not be liable to Tenant in any respect for money damages by reason of withholding its consent, unless it is judicially determined that Owner acted maliciously or in bad faith in withholding such consent or approval.

66. (a) Notwithstanding anything contained in this Lease to the contrary, Tenant covenants and agrees that Tenant will not use the Demised Premises or any part thereof, or permit the Demised Premises or any part thereof to be used for any propose(s) whatsoever other than the use and occupancy as specified in paragraph 2 of this Lease, without the Tenant obtaining prior written consent from the Owner. Tenant covenants that it will not use, suffer or permit any person to use the Demised Premises for any unlawful purpose and agrees to obtain and maintain at Tenant's sole cost and expense, all licenses and permits from the governmental authorities having jurisdiction therefor necessary for the conduct of its business in the Demised Premises, and during the term hereof. Tenant will comply with all applicable laws, regulations, codes and rules of any governmental authority having jurisdiction over the operation, occupancy,

maintenance or use of the Demised Premises. Tenant acknowledges that any violation of the provisions of this paragraph shall be deemed a material breach of this Lease and allow Owner to terminate this Lease.

(b) Notwithstanding anything contained in this Lease to the contrary, Tenant agrees to the following:

- Premises;
- (1) Live music shall not be permitted at or upon the Demised Premises;
 - (2) No coin, token, or otherwise operated music machine shall be permitted at or upon the Demised Premises;
 - (3) No coin, token, or otherwise operated pinball machine or electronic games shall be permitted at or upon the Demised Premises;
 - (4) No poster or signs shall be posted on the front glass of the Demised Premises unless previously approved by Owner in writing, which approval shall not be unreasonably withheld;
 - (5) No pay phones shall be installed in front of or inside the Demised Premises; and
 - (6) Tenant shall not permit any loitering in front of the Demised Premises.

67. Tenant shall not cause or permit any unusual or objectionable odors, by-products or waste materials to permeate from the Demised Premises. Tenant covenants that it will hold the Indemnitees harmless against all claims, damages or causes of action for damages arising after the commencement of the term of this Lease and will indemnify the Owner for all such suits, orders or decrees and judgements entered herein, brought on account of any such permeation from the Demised Premises of the said unusual or objectionable odors, by-products or waste materials, and, in addition, Tenant covenants to pay any reasonable attorneys' fees and other legal expenses made necessary in connection with any claim or suite as aforesaid, all provided, however, that Tenant is given immediate written notice thereof with the opportunity to defend by attorneys of its designation and the Owner cooperates in said defense.

68. Tenant shall have performed all inspections as may be required by New York City Board of Health and other governmental agencies having jurisdiction, and shall promptly comply with all legal requirements as may be made by such agencies making inspections to be in compliance with the law.

69. Owner shall have the reasonable right to place pipes or conduits in the Demised Premises in concealed positions. No such placement of pipes or conduits shall be made in the Demised Premises, and no entry into the Demised Premises shall be by Owner for the purpose of making repairs, alterations, improvements or additions unless such entry or such placement of

pipes or conduits is necessary to correct a default of Tenant, to carry out an obligation of Owner to Tenant under this Lease, for the preservation and maintenance of the building, to perform an emergency repair needed to preserve the building, or to comply with a requirement of law or the Board of Fire Underwriters where such compliance is for the general maintenance of the building or the duty of the Owner under this Lease.

70. Waste Disposal. Tenant agrees that no garbage or other refuse shall be stored outside of the Demised Premises at any time except when necessary to leave outside for a pick up at the close of business and in any event no earlier than 8:00 p.m. This garbage and refuse shall be removed at Tenant's own cost and expense by no later than 7:00 a.m. Tenant shall comply with all recycling requirements relating to its garbage and refuse and shall hold harmless Owner against any fines, cost and expenses, including any legal fees incurred, due to a violation of this paragraph by Tenant.

71. Whenever the word Landlord is used in this Lease, it shall be deemed to be Owner. Tenant will, at its sole expense, comply with all rules, orders, regulations or requirements of all public liability, fire and insurance policies in force at any time with respect to the Demised Premises as well as all rules, orders, regulations or requirements of the New York Board of Fire Underwriters or any other similar body, and shall not do or permit anything to be done in or upon said premises or bring or keep anything therein, except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization, or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate for fire insurance applicable to the building, or use the premises in a manner which shall increase the rate of fire insurance on the building of which Demised Premises form a part, or on property located therein, over that in effect prior to this Lease. If by reason of failure of Tenant to comply with the provisions of this Paragraph including, but not limited to, the mere use to which Tenant puts the premises, the fire insurance rate shall, at the beginning of this Lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as Additional Rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord, which shall have been charged because of such failure or use by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. If any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the building or Demised Premises issued by the New York Fire Insurance Exchange, or other body make fire insurance rates for said premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate than applicable to said premises. Tenant shall not bring or permit to be brought or kept in or on the Demised Premises, any inflammable, combustible or explosive fluid, chemical substance or material, or any unusual or other objectional odors to permeate from the Demised Premises. That the premises are being used for the purpose set forth in the use clause of this Lease shall relieve Tenant from the foregoing duties, obligations and expenses. Any inflammable fluids used in the normal operation of the Tenant's business must be properly stored in a manner so that the risk of accidental combustion would be reduced.

72. The parties acknowledge and agree that Owner has not made and does not make any representation as to actual gross or usable square footage of the Demised Premises and, accordingly, where any reference is made in this Lease to square footage, or percentage or

multipliers, such as with respect to computation of certain items of Additional Rent, the same shall not be deemed or construed, and is not intended, as any actual measurement function and is merely provided as a negotiated and agreed upon component in the measurement of Tenant's responsibility for such Additional Rent item.

73. Tenant will not permit objectionable noises or music which unreasonably interferes with other Tenants' ability to enjoy their respective premises. In the event noises do in fact emanate from the Demised Premises, a material breach of this Lease shall be deemed to have occurred.

74. Exterminating. Tenant, at its own cost and expense, shall keep the Premises free from vermin, rodents or anything of like objectionable nature, and shall employ only licensed vermin exterminating contractors. In the event of Tenant's failure to keep the Demised Premises free from vermin, the Owner shall have the right, after notice to Tenant, at the Tenant's expense, to take all necessary or proper measures to eradicate any and all vermin from the Demised Premises. Without limiting the foregoing, Tenant shall have the Demised Premises exterminated when necessary at Tenant's own cost and expense.

75. Holdover. If Tenant holds over in possession after the expiration or sooner termination of the original term of any extended term of this Lease, such holding over shall not be deemed to extend the term or renew the Lease, but such holding over hereafter shall continue upon the covenants and conditions herein set for the except that the charge for use and occupancy of such holding over for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month) shall be the sum of:

- a. $\frac{1}{12}$ of the highest annual rent rate set forth in Paragraph 41 of this Lease, times $\frac{1}{2}$, plus;
- b. $\frac{1}{12}$ of the net increase, if any, in annual Fixed Rent due solely to increases in the cost of the value of electric service furnished to the premises in effect on the last day of the term of the Lease, plus;
- c. $\frac{1}{12}$ of all other items of annual Additional Rent, which annual Additional Rent would have been payable pursuant to this Lease had this Lease not expired, plus;
- d. Those other items of Additional Rent (not annual Additional Rent) which would have been payable monthly pursuant to this Lease, had this Lease not expired.

Which total sum Tenant agrees to pay Owner promptly upon demand, in full, without set-off or deduction. Neither the billing nor the collection of use and occupancy in the above amount shall be deemed a waiver of any right of Owner to collect damages for Tenant's failure to vacate the Demised Premises after the expiration or sooner termination of this Lease. The aforesaid provisions of this Article shall survive the expiration or sooner termination of this Lease.

76. a. Notwithstanding any provision of this Lease to the contrary, Tenant shall, at its expense, subject to all the provisions of this Lease, comply with all aspects of the Americans with Disabilities Act, as now or hereafter constituted (the "ADA") with respect to the Demised Premises, providing such compliance is required as the result of Tenant's business or Tenant's use or manner of use of the Demised Premises or the building (including the use permitted under this Lease) or work performed by Tenant, and whether or not such compliance requires structural changes to the Demised Premises. If Tenant's business or Tenant's use or manner of use requires changes to any portion of the building or areas of adjacent to the building in order to comply with the ADA, Owner shall have the option of either terminating this Lease (in which event this Lease shall end on the 30th day following Owner's notice, without further liability or obligation of Owner of Tenant, beyond that date) or performing those changes at Tenant's expense.
- b. Notwithstanding any right of Tenant under this Lease to the contrary, Tenant shall take no action which would, as the result of that action, require any changes to the Demised Premises or the building under the ADA.
- c. Tenant shall indemnify, defend and hold harmless the Indemnitees from and against any claims, actions or proceedings, and all losses, damages, liabilities, costs and expenses (including, without limitation, attorneys, fees) in connection therewith, arising out of Tenant's failure to comply with the ADA or this Article.
77. Tenant agrees that it shall immediately comply with all reasonable recommendations made by any insurance company insuring or intending to insure any premises including the demised premises, or Board of Fire Underwriters, Fire Insurance Rating Organization, or any other entity having jurisdiction, before opening for business, and at all times thereafter.
78. Submission by Owner of the Lease for execution by Tenant, shall confer no rights nor impose any obligations on either party unless and until both Owner and Tenant shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties of their attorneys.
79. Air Conditioning. Tenant shall maintain in good working order any air conditioning equipment currently present in the Demised Premises. Tenant may install at Tenant's own cost and expense air conditioning equipment in the Demised Premises which Tenant shall be solely responsible for the maintenance and repair of such equipment installed.
80. Sprinklers. In the event that any governmental agency or insurance bodies require the installation of a sprinkler system in the Demised Premises due to the Tenant's use or work performed withing the Demised Premises, then Tenant shall promptly install necessary sprinkler equipment at Tenant's own expense. In the event of a change in law or application of any rules of any governmental agency or insurance body which change requires installation of a sprinkler system in the Demised Premises, then the Owner shall install necessary sprinkler equipment at Owner's own expense. Tenant shall assume responsibility to maintain any sprinkler equipment that is installed.

81. Notices. All notices, demands and communications hereunder shall be served or given when mailed by certified or registered mail, return receipt requested, and if intended for Owner shall be addressed to Owner at the address hereinbefore set forth with copies to Kagan Lubic Lepper Lewis Gold & Colbert, LLP, Attn: Jack E. Lepper, Esq., or to such other address as may be requested by Owner, in writing, and if intended for Tenant shall be addressed to Tenant at the address set forth hereinabove. Notices may be given by the attorneys for the parties.

82. Assignment. Supplementing the provisions of Article 11 hereof, provided that Tenant is not then in default under this lease, the Tenant may assign this lease together with the security deposited hereunder, subject, however, to the consent of Owner and HPD and all of the following conditions:

- (a) That the assignment is made only in the event of a bonafide sale of the business conducted by the Tenant herein.
- (b) That such assignment be made expressly subject to all of the terms, covenants and conditions of this Lease;
- (c) That the Tenant shall furnish to Owner a duly executed copy of the assignment, together with an assumption agreement duly executed by the assignee, by which assumption agreement the assignee shall fully assume all of the terms, covenants and conditions of this Lease on the Tenant's part to be kept, paid, observed and performed;
- (d) That upon the assignment of this Lease and simultaneously with the delivery to Owner, its successors and assigns of the aforementioned assumption agreement, there shall be deposited with the Owner as additional security an amount equal to the then current 4 months rent, which the Owner shall hold in accordance with the provisions of paragraphs "31" and "45" hereof.
- (e) The provisions contained in this Paragraph 82 may be exercised only two (2) times during the term of this Lease.
- (f) If Tenant shall assign this Lease to a non-individual entity, all Owners of such assignee shall execute a "good guy" guarantee in the same form as is attached hereto as Exhibit A.
- (g) Any sale, transfer, assignment or other change in ownership of more than a 50% ownership interest in Tenant that shall be construed as an assignment of this Lease.
- (h) Tenant shall pay any professional fees incurred by Owner in connection with said assignment, including but not limited to attorneys' fees.

83. Tenant hereby acknowledges that this Lease is subject to the approval of HPD and subject to the terms of the Regulatory Agreement between Owner and HDC. The parties hereby agree:

- (a) This Lease shall not be modified or terminated except for a breach of covenant without the prior written consent of Owner and HPD.
- (b) There shall be no assignment of subletting of any portion of the Demised Premises without the prior written consent of Owner and HPD.
- (c) The use of the Demised Premises shall not be changed without the prior written consent of Owner, HPD and HDC.

RIVERBEND HOUSING COMPANY, INC. - OWNER

By: Shirley Gary
Shirley Gary, President

Abdula Alhadai
Abdula Alhadai

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO THE AGREEMENT ("Amendment") dated as of the 24th day of July, 2009, by and between RIVERBEND HOUSING COMPANY, INC., with an office at 2289 Fifth Avenue, New York, New York 10037 (hereinafter referred to as "Riverbend") and ABDULA ALHADAI, with an address of 2289 Fifth Avenue, Store No. 2, New York, New York 10037 (hereinafter referred to as the "Tenant"), will modify any and all agreements between Riverbend and the Tenant;

WHEREAS, Riverbend and the Tenant entered into a store lease agreement dated June 17, 2009 (the "Lease"); and

WHEREAS, Riverbend and the Tenant wish to modify the terms of the Lease between them by this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Riverbend and the Tenant hereby agree to the following modifications:

1. **Agreement.** All terms of the Agreement shall remain in full force and effect, except as specifically provided herein;
2. **Rent.** Paragraph 41 of the Agreement is amended to provide that Tenant shall pay rent to Riverbend as follows:

Year 1	\$29,040.00 per annum/\$2,420.00 per month
Year 2	\$30,201.60 per annum/\$2,516.80 per month
Year 3	\$31,409.66 per annum/\$2,617.47 per month
Year 4	\$32,666.05 per annum/\$2,722.17 per month
Year 5	\$33,972.69 per annum/\$2,831.06 per month

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Amendment on the date and year below.

RIVERBEND HOUSING COMPANY, INC.

By: *Shirley Gary* 7/24/09
Shirley Gary, President

AFM
Abdula Alhadai