

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

5/5/80 B

Agreement of Lease. made as of this _____ day of September, 2007, between
JOSALCO, INC., a New York corporation with a principal place of business at 1637 Broad Hollow Road, Farmingdale, NY
party of the first part, hereinafter referred to as OWNER, and

TMCC, INC.

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

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner
of the premises known as 1821 Route 110, E. Farmingdale, NY 11735, measuring approximately 20,000 sq. ft. (outside dimensions)
as shown in sketch annexed hereto as Exhibit "A"

in the building known as _____ COUNTY OF SUFFOLK
in the Borough of _____ STATE OF NEW YORK, City of New York, for the term of TWELVE (12) years
(or until such term shall sooner cease and expire as hereinafter provided) to commence on the _____
1 ST day of NOVEMBER, TWO THOUSAND AND SEVEN
31ST day of OCTOBER, TWO THOUSAND AND NINETEEN
both dates inclusive, at an annual rental rate of _____, and to end on the _____

SEE RENT SCHEDULE ANNEXED HERETO AS EXHIBIT "B"

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

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

- Rent** 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy 2. Tenant shall use and occupy demised premises for

for the retail sale of Furniture, provided said use is permissible under the Certificate of Occupancy,
the Town Code of the Township of Babylon, and any other applicable law.

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, in-
stallations, 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 ap-
proved by Owner. Tenant shall, before making any alterations, additions,
installations or improvements, at its expense, obtain all permits, approvals
and certificates required by any governmental or quasi-governmental bodies
and (upon completion) certificates of final approval thereof and shall
deliver promptly duplicates of all such permits, approvals and certificates to
Owner and Tenant agrees to carry and will cause Tenant's contractors and
sub-contractors to carry such workman's compensation, general liability,
personal and property damage insurance as Owner may require. If any
mechanic's lien is filed against the demised premises, or the building of
which the same forms a part, for work claimed to have done for, or
materials furnished to, Tenant, whether or not done pursuant to this article,
the same shall be discharged by Tenant within ten days thereafter, at Ten-
ant's expense, by filing the bond required by law. All fixtures and all panel-
ing, partitions, railings and like installations, installed in the premises at any
time, either by Tenant or by Owner in Tenant's behalf, shall, upon installa-
tion, become the property of Owner and shall remain upon and be re-
turned with the demised premises unless Owner, by notice to Tenant no
later than twenty days prior to the date fixed as the termination of this lease,
elects to relinquish Owner's rights thereto and to have them removed by
Tenant, in which event, the same shall be removed from the premises by
Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in
this article shall be construed to give Owner title to or to prevent Tenant's
removal of trade fixtures, movable office furniture and equipment, but
upon removal of any such from the premises or upon removal of other in-
stallations as may be required by Owner, Tenant shall immediately and at
its expense, repair and restore the premises to the condition existing prior to
installation and repair any damage to the demised premises or the building
due to such removal. All property permitted or required to be removed by
Tenant at the end of the term remaining in the premises after Tenant's
removal shall be deemed abandoned and may, at the election of Owner,
either be retained as Owner's property or may be removed from the
premises by Owner at Tenant's expense.

Repairs 4. Owner shall maintain and repair the public portions
of the building, both exterior and interior, except that if
Owner allows Tenant to erect on the outside of the building a sign or signs,
or a boiler, lift or sidewalk elevator for the exclusive use of Tenant, Tenant
shall maintain such exterior installations in good appearance and shall cause
the same to be operated in a good and workmanlike manner and shall make
all repairs thereto necessary to keep same in good order and condition, at
Tenant's own cost and expense, and shall cause the same to be covered by
the insurance provided for hereafter in Article 8. Tenant shall, throughout
the term of this lease, take good care of the demised premises and the fix-
tures and appurtenances therein, and the sidewalks adjacent thereto, and at
its sole cost and expense, make all non-structural repairs thereto as and
when needed to preserve them in good working order and condition,
reasonable wear and tear, obsolescence and damage from the elements, fire
or other casualty, excepted. If the demised premises be or become infested
with vermin, Tenant shall at Tenant's expense, cause the same to be exter-
minated from time to time to the satisfaction of Owner. Except as
specifically provided in Article 9 or elsewhere in this lease, there shall be no
allowance to the Tenant for the diminution of rental value and no liability
on the part of Owner by reason of inconvenience, annoyance or injury to
business arising from Owner, Tenant or others making or failing to make
the building including the erection or operation of any crane, derrick or
sidewalk shed, or in or to the demised premises or the fixtures, ap-
purtenances or equipment thereof. The provisions of this article 4 with
respect to the making of repairs shall not apply in the case of fire or other
casualty which are dealt with in article 9 hereof.

Window 5. Tenant will not clean, nor require, permit, suffer or
Cleanings: allow any window in the demised premises to be cleaned
from the outside in violation of Section 212 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 6. Prior to the commencement of the lease term, if Ten-
of Law. ant is then in possession, and at all times thereafter, Ten-
Fire ant at Tenant's sole cost and expense, shall promptly
Insurance: comply with all present and future laws, orders and

agreements with state, federal, municipal and local governments, departments, commissions and boards and any direct or indirect agency of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations subject to Tenant's right by its manner of use of the demised premises or method of operation thereon, 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 on the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums theretofore 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-out" of rent for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges to the fire insurance rate then applicable to said 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 execute promptly any certificate that Owner may require.

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 Tenant by theft or loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to person or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with coverages acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant at additional rent hereunder. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the loss and violations 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, retain or defend such action or proceeding by Counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and 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 thereon shall be repaired by and at the expense of Owner and this lease shall be substantially continued, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thereafter shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the premises (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 event, Owner may elect to terminate this lease by written notice to

Tenant given within 60 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice, however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (d) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other 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 rights of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. 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 and also, provided that such a policy can be obtained without additional premium. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or improvements 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.

Estimate 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 filing with such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributors, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or offer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. 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 hereunder reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to administering 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 in the building or the wires or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change in any use of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, as their reasonable times, to examine the same and to make such repairs, replacements and improvements to Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect saw pipes and conduits therein, provided they are within the walls. 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

Rider to be added if necessary.

right to enter the demised premises at reasonable times 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 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 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 and such entry shall not render Owner or its agents liable therefor, not in any event shall the obligations of Tenant hereunder be affected. If during the last month of term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, remove or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

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

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

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Liquidator by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall hereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owing 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 demised premises for 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 per cent (4%) per annum. If such premises or any part thereof be relet 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 retained upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so relet 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 any 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 destroyed or if any extension 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 363 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which

fact Owner shall be the judge; then, in any one or more of such events, upon Owner serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) 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 five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) 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 three (3) days notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term hereunder shall end and expire as fully and completely as if the expiration of such three (3) 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-let the demised premises either by lease or otherwise, and the legal representative of Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-let or to institute legal proceedings to that end.

Remedies of 18. In case of any such default, re-entry, expiration Owner and and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representative 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 compensated to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-letting 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 purposes of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not 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 resolve any excess, if any, of such set rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or breachable by Tenant or Owner hereunder, 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 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, 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 is the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorneys' fees, in instituting, prosecuting or defending any 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 five (5) days of rendition of any bill or statement in Tenant's favor, 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 20. Neither Owner nor Owner's agents have made any Owner: representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, covenants 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 contrary agreement heretofore made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such contrary 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 is 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 heretofore mentioned.

Failure to Give Possession: 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the steps be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant has not given Tenant written notice that the premises are substantially ready for Tenant's occupancy. 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 occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. 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 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 be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agents shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of Jury: 25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

Liability to Perform: 26. The lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or implicitly 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 or fixture if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government's prohibition in connection with a National Emergency 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 supply and demand which have been or are affected 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, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) in the building, Tenant shall pay Owner for the cost of the water and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewerage 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, 15% of the total meter charges, as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner hereinafter 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, installation, changes, modifications, alterations, additional sprinkler heads or other 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 installation, 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 services.

Heat, Cleaning: 30. As long as Tenant is in occupancy under any of the provisions of this lease 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 6:00 a.m. to 6:00 p.m. and on Sundays from 6:00 a.m. to 6:00 p.m. Tenant shall at Tenant's expense, keep demised premises clean and in order, to the satisfaction of Owner, and if demised premises are situated on the first floor, Tenant shall, at Tenant's own expense, make all repairs and replacement to the sidewalk and curb adjacent thereto, and keep said sidewalk and curb free from snow, ice, dirt and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when

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covered, and the amount of such bills shall be paid to be, and be paid to, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

Security: 31. Tenant has deposited with Owner the sum of \$50,000.00 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 of 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, provisions and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency occurred before or after summary proceedings or other recovery by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or leasee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successor 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, of the mortgage 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 lease of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, of the said lease of the building, or of the land and building, that the purchaser or the leasee of the building has assumed and agreed to carry out say 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 (except such portion thereof as is covered by specific hours in Article 30 hereof), 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 N.Y.A.C. service.

Adjacent Excavation—Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the

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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:

same by proper foundations without any claim for damages or indemnity against Owner, or of demolition 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 dispose 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 ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impact upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Clashes: 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. Bill for the premiums therefor shall be rendered by Owner to Tenant at such time 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.

Paraphographic Use Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene or paraphographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or paraphographic material on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods 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 customer or employee of the premises. This Article shall directly bind any successor 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. Paraphographic material is defined for purposes of this Article as any written or pictorial matter with perforce appeal or any object of lewdness that is primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §231.60.

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

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

JOSEALCO, INC.

By: Joseph Picone, Jr., President (Landlord)

JOSEALCO, INC.

By: Gerald McCrystal, Jr.

FOR
SEAL

[L.S.]

FOR
SEAL

[L.S.]

RIDER TO LEASE BETWEEN

JOSALCO, INC.

as Landlord

and

TMC, INC.,

as Tenant

PREMISES: 1821 Route 110, Farmingdale, NY

DATED: SEPTEMBER 7, 2007

40th. At the expiration or sooner termination of this Lease, or any extension or renewal thereof, all improvements made by the Tenant in or upon the demised premises, except trade fixtures, shall, unless the Landlord elects otherwise, become the property of the Landlord and shall remain upon and be surrendered with said premises as a part thereof at the end of the tenancy as aforesaid. Tenant shall remove all debris and other property of Tenant located in and around the premises. Tenant shall repair any damage in connection with the removal of its property and restore the premises to its original condition, ordinary wear and tear excepted. This provision shall survive the termination of this lease.

41st. If the Tenant shall, at any time during the term of this Lease or any extension or renewal thereof, be in default hereunder, and if the Landlord shall institute an action or summary or other proceeding against the Tenant based on such default and if Landlord prevails, then the Tenant shall reimburse the Landlord for the expenses of attorneys' fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. The amount of such expenses shall be deemed to be additional rent hereunder.

42nd. The Tenant shall procure liability insurance and will fully protect and indemnify the Landlord and Joseph Picone & Son, Inc., as managing agent, against any and all damages and claims, suits or actions for damage as a result of the injury, or any alleged injury, to any person whomsoever, or any property whatsoever in or about the demised premises, in form sufficient to insure and protect the Landlord in the sum of \$1 million (\$1,000,000.00) CSL, the sum of \$1 million (\$1,000,000.00) Umbrella (excess liability) and the sum of \$500,000.00 in respect to property damage. The Tenant shall pay all premiums for such insurance policies and shall deposit the original certificates thereof with the Landlord. The Tenant shall furnish such policies or certificates therefore to the Landlord within ten (10) days from the execution of this Lease, and a renewal thereof within ten (10) days prior to the expiration of such policy. Tenant shall deliver to Landlord the original renewals thereof. Upon the failure of the Tenant to procure such policies or pay such premiums, the Landlord may, but shall not be obligated to, procure such policies and pay the premium therefor, and the amount paid by the Landlord shall be added to the next month's rent to become due. Such insurance shall name Landlord and Joseph Picone & Son, Inc., as managing agent, as additional insured, and shall contain an endorsement that such insurance may not be canceled or its limits or coverage reduced, except upon thirty (30) days prior written notice from the insurance company to Landlord, sent by certified or registered mail.

43rd. (a) During the term or any extension or renewal of this Lease, in addition to the other rents herein provided, and as a further additional rent, Tenant agrees to pay to Landlord 75% of the amount of all increases in real estate taxes assessed against the land and/or buildings of which the Demised Premises form a part which are in excess of the real estate taxes for the base year 2007/2008. The Premises of which the Demised Premises are or form a part and for which real estate tax bill or bills are rendered are presently identified as follows:

TOWN OF BABYLON, COUNTY OF SUFFOLK

				<u>Percentages</u>
Dist. 100	Section 36	Block 3	Lot(s) 7	75%

(a.1) "Real Estate Taxes" shall be deemed to include all taxes and assessments, whether ordinary or extraordinary or seen or unforeseen, imposed, levied or assessed upon the land and the aforesaid building. Tenant shall pay to Landlord the aforesaid real estate taxes, within 15 days after due demand thereof, in writing by the Landlord to the Tenant, after the Landlord has received from the taxing authorities the tax bill for the Demised Premises. Said taxes shall be deemed additional rent and the Landlord shall have all of the rights and remedies granted to it herein for the collection thereof as though the same were rent.

(a.2) Any future changes of description on the Tax Map shall not diminish the tax burden chargeable to Tenant, except if any change in the description on the Tax Map alters the District, Section, Block, Lot or Lots, or any of them as presently constituted or if Landlord erects any additional building space on said Tax Lot. Tenant shall pay the entire amount of the tax bill if the Demised Premises constitute all the land and buildings on such changed description on the Tax Map or altered District, Section, Block, Lot or Lots. If the Demised Premises constitute only a part of such altered or changed Tax Map as aforesaid, Tenant shall pay its pro rata share thereof which shall be equal to the amount of such tax bill multiplied by the fraction, the numerator of which is the square foot area of that part of the Demised Premises and the denominator of which is the square foot area of the building or buildings included in such tax bill.

(b) It is further understood and agreed that the Tenant's obligation to pay, as additional rent hereunder, real estate taxes shall include any and all taxes which result from any change by the taxing authority in the computation of taxes now or ordinarily imposed on realty, including, but not limited to, value added tax. Tenant shall also pay any tax which may be imposed on the rents received by Landlord or any license fee measured by the rent received by Landlord from the Tenant. Tenant shall not be liable for Landlord's income or inheritance taxes.

44th. Tenant agrees to pay for all utilities consumed by it in the premises, including, without limitation, electric, heating, sewer rent, water and any other utility. Landlord will not be obligated to supply heat or any utilities to Tenant.

45th. All municipal, Village, Town, City, State and Federal inspection fees, licenses, general fees and permits for the demised premises and for the conduct and operation of Tenant's business therein, are to be procured by Tenant at its cost and expense.

46th. The Tenant agrees to accept the demised premises in their present condition, "as is".

47th. It is agreed and understood that in the event the Lease contains two (2) provisions that are repugnant to each other, and one is printed and the other typewritten, the typewritten provisions shall control and over-ride the printed provisions. This Lease and the exhibits and rider set forth all the covenants, promises and conditions and understandings between the parties herein.

48th. As an inducement to Landlord to enter into this Lease, Tenant covenants, warrants and represents that at the inception of and at all times during the term of this Lease, Tenant shall fully insure all its fixtures, stock and equipment and property of others in the care and custody of Tenant against the perils of fire, water damage or any other damages or casualty with insurance carriers selected by Tenant and authorized to do business in New York.

48.1 Tenant shall deliver to Landlord a copy of all insurance policies or certificates therefore required under the terms of this Lease, together with all renewals and extensions upon Landlord's demand or within ten (10) days from the date hereof.

(ii) Suit for Possession. Upon termination of this Lease, pursuant to §66(b)(i), Landlord may proceed to recover possession under and by virtue of the provisions of the laws of the State of New York, or by such other proceedings, including re-entry and possession, as may be applicable.

(iii) Reletting of Premises. Upon termination of this Lease, pursuant to §66(b)(i), the premises may be relet by Landlord for such rent and upon such terms as are not unreasonable under the circumstances and; if the full rental reserved under this Lease (and any of the costs, expenses or damages indicated below) shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in rent, reasonable attorneys' fees, brokerage fees, and expenses of placing the premises in first class rentable condition. Landlord, in putting the premises in good order or preparing the same for rental may, at Landlord's option, make such alterations, repairs, or replacements in the premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of reletting the premises, and the making of such alterations, repairs, or replacements shall not operate, or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to relet the premises, or in the event that the premises are relet, for failure to collect the rent thereof under such reletting, 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 Landlord hereunder.

(iv) Monetary damages. Any damage or loss of rent sustained by Landlord as a result of an Event of Bankruptcy may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or, in a single proceeding deferred until the expiration of the term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said term) or in a single proceeding prior to either the time of reletting or the expiration of the term of this Lease, in which event Tenant agrees to pay Landlord the difference between the present value of the rent reserved under this Lease on the date of breach, discounted at eight (8%) percent per annum, and the fair market value of the Lease on the date of breach. In the event Tenant becomes the subject debtor in a case under the Bankruptcy Code, the provisions of the §66(b)(iv) may be limited by the limitations of damage provisions of the Bankruptcy Code.

(v) Assumption or Assignment by Trustee. In the event Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to this §66 shall be subject to the rights of the Trustee in bankruptcy to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless the Trustee (A) promptly cures all defaults under this Lease, (B) promptly compensates Landlord for monetary damages incurred as a result of such default, and (C) provides adequate assurance of future performance.

(vi) Adequate Assurance of Future Performance. Landlord and Tenant hereby agree in advance that adequate assurance of future performance, as used in §66 (b) (v) above, shall mean that all of the following minimum criteria must be met: (A) the Trustee must pay to Landlord, at the time the next payment of rent is then due under this Lease, in addition to such payment of rent, an amount equal to the next payment of rent due under this Lease, or the next three (3) months rent due under this Lease, whichever is greater, said amount to be held by Landlord in escrow until either the Trustee or Tenant defaults in its payments of rent or other obligations under this Lease (whereupon Landlord shall have the right to draw such escrowed funds) or until the expiration of this Lease (whereupon the funds shall be returned to the Trustee or Tenant); (B) the Tenant or Trustee must agree to pay to Landlord, at any time the Landlord is authorized to and does draw on the funds escrowed pursuant to §66(v)(vi)(A) above, the amount necessary to restore such escrow account to the original level required by said provision; (C) Tenant must pay its estimated pro rata share of the cost of all services provided by Landlord (whether directly or through agents or contractors, and whether or not the cost of such services is to be passed through to Tenant) in advance of the performance or provision of such services; (D) the Trustee must agree that Tenant's business shall be conducted in a first class manner, and that no liquidating sales, auctions, or other non first class business operations shall be conducted on the premises; (E) the Trustee must agree that the use of the premises as stated in this Lease will remain unchanged; (F) the Trustee must

48.2 In the event Tenant fails or neglects to obtain such insurance policies as set forth hereinbefore, or fails or neglects to pay the insurance premiums when due, any damage sustained by Tenant to its fixtures, stock or equipment or damage to the property of others in the care and custody of Tenant by the perils of fire, water damage or any other damage or casualty shall be deemed to have been insured against by Tenant with a solvent company which had waived its rights of subrogation against Landlord, and Tenant shall be deemed to have been fully paid for all damages under such policy of insurance.

48.3 In no event shall Tenant make any claim or be entitled to any damages or any part thereof for which Tenant has been reimbursed under any policy of insurance.

49th. As a consideration for the granting of this Lease in all other insurance policies obtained by Tenant insuring Tenant against loss or damage for any fire or other casualty, or any public liability policy, Tenant warrants and represents that such insurance policies shall contain a waiver by the insurance carrier of all rights of subrogation against the Landlord, and Joseph Picone & Son, Inc., managing agent, if obtainable from Tenant's insurance carriers. If permissible by Landlord's insurance carriers, Landlord will seek to obtain a waiver of the rights of subrogation which Landlord's insurance carriers may have against the Tenant under Landlord's policy of insurance. Tenant's breach of this covenant is a default under the terms of this Lease and, in addition to any other remedies, Landlord shall be entitled to recover from Tenant all damages sustained by Landlord plus reasonable attorney fees, investigation fees, and disbursements.

50th. In addition to any other rights reserved to the Landlord hereunder, if Tenant shall not have paid the rent by the tenth (10th) day of any month during the term of this Lease, there shall be a late charge of four (4%) percent of the monthly rent for the handling of the delinquent account. The said late charge is additional rent and collectible as rent.

51st. Tenant warrants and represents that Tenant has dealt with no broker, knowing that Landlord is relying thereon.

52nd. Tenant shall not use or permit the use of the sewerage waste systems for the disposal of cleaning fluids, solvents or any hazardous wastes.

53rd. Tenant agrees to indemnify Landlord against any and all damages, including, but not limited to, court costs, attorneys' fees, clean-up and repairs, which might be caused by the storage or spillage of any hazardous waste on or about the demised premises and improvements by Tenant, its servants, agents, employees or invitees, and against any and all liability of the Landlord under the Environmental Response Compensation and Liability Act, a Federal statute, and under the New York Environmental Conservation Law arising from acts by parties other than the Landlord.

54th. This agreement shall not constitute an offer to create any rights in favor of Tenant and shall not obligate or be binding upon Landlord and shall have no force or effect unless and until this agreement is duly executed by Landlord and Tenant and a fully executed copy of this agreement is delivered by Landlord to Tenant.

55th. All notices desired or required to be given under this Lease shall be in writing and (i) given by hand delivery, receipt acknowledged, or (ii) sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

(a) If to Landlord, at Landlord's address set forth on the first page of this Lease, or to such other addresses as Landlord may designate.

(b) If to Tenant, at Tenant's address set forth on the first page of this Lease, or to such other addresses as Tenant may designate.

56th. The Landlord shall be under no obligation to make, repair, alter or decorate any portion or all of the demised premises, in connection with the use and occupation of the Tenant; or to institute

or defend any action with respect to the Tenant's use and occupation of the demised premises; and

the Tenant agrees that all repairs, alterations, additional decorations or otherwise, necessary for the Tenant's use and occupation shall be the sole responsibility and shall be done at the sole cost and expense of the Tenant, except as herein provided.

57th. The security set forth in Paragraph 31st hereof is intended to be an amount equal to two (2) months of the then current annual rent. If the annual rent is increased, at the beginning of each year of such increase the Tenant shall deposit with Landlord such additional sums so that the said security will be an amount equal to two (2) months of the then current annual rent.

58th. Tenant shall have no right to occupy the Leased Premises or any portion thereof after the expiration of the Lease. In the event Tenant or any party claiming by, through or under Tenant, holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Leased Premises, and for damages. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant, remains in occupancy of all or any portion of the Leased Premises after the expiration of the Lease, or after termination of the Lease, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of rent and other charges payable by Tenant hereunder immediately prior to the expiration or other termination of the Lease. The acceptance by Landlord of any lesser sum shall be construed as a payment on account and not in satisfaction of damages for such holding over. If the holding over occurs at the expiration of the Lease term or by reason of a termination by mutual agreement of the parties, the Landlord may, as an alternative remedy, elect that such holding over shall constitute a renewal of this Lease for one (1) year at a rental equal to 150% of the rate of rent payable hereunder immediately prior to the expiration of the Lease, and upon all of the other covenants and agreements contained in this lease.

59th. The security, if any, deposited with the Landlord pursuant to the provisions of Paragraph 31 hereinabove, is deposited by the Tenant with the Landlord on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time such other portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which may be added to the Security Deposit so that the same may be restored to its original amount; (b) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions, and agreements in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, performed and observed, the Security Deposit or the part or portion thereof not previously applied shall be returned to the Tenant no later than thirty (30) days after the expiration of this Lease or any renewal or extension thereof, provided Tenant has vacated the leased Premises and surrendered possession thereof to the Landlord at the expiration of said term or any extension or renewal thereof as provided herein; (c) in the event that Landlord terminates the Lease, Landlord may apply the Security Deposit against all damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; (d) in the event of any bankruptcy, insolvency, reorganization or other credit-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any rents and/or other charges due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages, and (e) the provisions of this Article shall in any event be subject to the provisions of Section 7-103 of the General Obligations Law of the State of New York as amended; and to the extent that the provisions of this Article may be inconsistent therewith, the said Section 7-103 of the General Obligations Law shall supersede.

60th. Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the rental herein reserved, and said additional amount so to be paid is not designated as "additional rent", or provision is not made in the Article covering such payment for the collection of said amount as "additional rent", then said amount shall nevertheless, at the option of Landlord, if not paid when due, be deemed "additional rent" and collectible as such with any installment of

rental thereafter falling due hereunder; but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same becomes due and payable hereunder, or limit any

other remedy of Landlord.

61st. Tenant shall keep all areas surrounding the demised premises free and clear of any dirt or debris, failing which Landlord shall have the option of cleaning or removing said debris (but shall not have the obligation therefore) and charge the cost thereof to Tenant.

62nd. All garbage receptacles shall be covered and no garbage receptacle shall be kept or maintained in accordance with all applicable rules and regulations.

63rd. The statement in this Lease of the nature of the business to be conducted by Tenant is neither a representation or inference by Landlord that such use is lawful or permissible in the premises under the Certificate of Occupancy for the building, if any.

64th. The invalidity or unenforceability of any portion of the within Lease agreement shall in no way affect the validity or enforceability of any other provision hereof.

65th. Anything in this Lease to the contrary notwithstanding, it is agreed that there shall be no allowance to Tenant for a diminution in rental by reason of inconvenience, annoyance, or injury to business arising from Landlord, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises, or in and to the fixtures, appurtenances or equipment thereof.

66th. Bankruptcy

(a) Events of Bankruptcy. The following shall be Events of Bankruptcy under this Lease:

(i) Tenant's becoming insolvent, as that term is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. §101 et seq. (the "Bankruptcy Code") or under the insolvency laws of any State, District, Commonwealth or Territory of the United States ("Insolvency Laws");

(ii) the appointment of a receiver or custodian for any or all of Tenant's property or assets, or institution of a foreclosure action upon any of Tenant's real or personal property;

(iii) the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws;

(iv) the filing of any involuntary petition against Tenant as the subject debtor under the Bankruptcy Code of Insolvency Laws, which is either not dismissed within thirty (30) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or

(v) Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

(b) Landlord's Remedies

(i) Termination of Lease. Upon the occurrence of an Event of Bankruptcy, Landlord shall have the right to terminate this Lease by giving written notice to Tenant, provided, however, that this §66(b)(i) shall have no effect while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, unless Tenant or its Trustee in bankruptcy is unable to comply with the provisions of §66(b)(v) and §66(b)(vi) below. Otherwise, this Lease shall automatically cease and terminate and Tenant shall be immediately obligated to quit the premises upon the giving of notice pursuant to this §66(b)(i). Any other notice to quit, or notice of Landlord's intention to re-enter is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all rent and any other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later, and any other monetary damages or loss of reserved rent sustained by Landlord.

agree that the assumption or assignment of this Lease will not violate or affect the rights of other tenants in the building.

(vii) Failure to Provide Adequate Assurance. In the event Tenant is unable to (A) cure its defaults, (B) reimburse Landlord for its monetary damages, (C) pay the rent due under this Lease, or any other payments required of Tenant under this Lease, on time (or within five (5) days of the due date), or (D) meet the criteria and obligations imposed by §66(b)(vi) above, then Tenant agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord in accordance with §66(b) above.

67th. Tenant shall indemnify and hold Landlord harmless from any and all claims, lawsuits, administrative or governmental actions which may arise as a result of the accidental or intentional spillage or discharge of any toxic or hazardous wastes or hazardous substances in or about the Demised Premises, by Tenant, its servants, agents, employees or invitees and Tenant shall bear the entire cost for detecting, identifying and removing said substances from the Premises, including, but not limited to, site assessment fees, environmental audit fees, engineering fees, groundwater study fees, laboratory analysis fees, and any other fees incurred in connection therewith, including reasonable attorney fees in connection with the enforcement hereof.

For the purpose of this article, Hazardous Substance shall be defined as set forth by either Section 9601(14) of Title 42 of the United States Code or any successor or similar section, or any environmentally related statute enacted by the State of New York (collectively called "Hazardous Substances").

68th. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

69th. In addition to any other remedies which Landlord may have, in the event of any default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

(b) Retake possession of the Premises, without terminating the Lease, by force or otherwise, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

(c) If Tenant shall make default 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, the Landlord may give to the Tenant thirty (30) days' notice of intention to end

the term of this Lease, and thereupon, at the expiration of said thirty (30) days' (if said condition which was the basis of said notice shall continue to exist) the term of this Lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the Demised Premises to the Landlord, but the Tenant shall remain liable as hereinbefore and hereinafter provided;

(d) Upon the occurrence of any Event of Default, Landlord shall have the election, forthwith, to recover against Tenant as liquidated damages for loss of the bargain and not as a penalty, a sum equal to the Fixed Minimum Rent multiplied by the number of months and fractional months which would have constituted the balance of the term, together with costs and attorneys' fees.

70th. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Lease is binding upon said corporation.

71st. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

72nd. Anything herein contained to the contrary notwithstanding, Tenant may assign this Lease, provided:

1. Tenant shall continue liable under all the terms, covenants and conditions of this lease to be performed by Tenant.
2. Assignee executes and delivers to Landlord within ten (10) days from the execution thereof an Assumption Agreement satisfactory to Landlord's attorneys whereby Assignee assumes to perform all the terms and conditions of this Lease to be performed by Tenant.
3. Assignee shall deposit with Landlord a sum equal to one additional months of the then current rent to be held as security in accordance with the provisions of paragraph 31st hereinbefore.
4. Any rent or thing of value in excess of the rent herein provided which shall be payable by the Assignee to Tenant shall be additional rent payable to Landlord.

73rd. Anything in this Lease to the contrary notwithstanding, Landlord's liability for its negligence or failure to perform its obligations hereunder shall be limited to its interest in the Demised Premises. Tenant shall neither seek to enforce nor enforce any judgment or other remedy against any other asset of Landlord or any party who holds any interest in Landlord

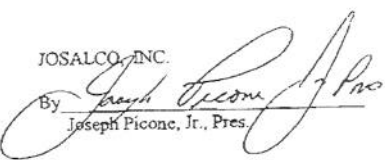
74th. Tenant may install any lawful sign upon the demised premises except on the roof.

75th. For value received, receipt of which is hereby acknowledged, Gerald McCrystal, ^{SR} residing at: 12 GRAND CIRCLE PL ALBUQUERQUE hereby collectively referred to as "Guarantors" hereby unconditionally guarantees payment of all rent and/or additional rent due from Tenant to Landlord should Tenant cease paying rent and/or additional rent or should vacate said premises prior to the expiration of the term leaving any portion of the rent and/or additional rent unpaid. Said guarantee shall be limited to the payment of all arrears due until the date of Tenant's vacatur or surrender of the premises and all rent and additional rent due for an additional two (2) months after the date of Tenant's said surrender or vacatur.

76th. If the municipal authority having jurisdiction over the Demised Premises should determine that Tenant's use of the premises as provided for herein should be unlawful, Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord. Landlord shall accept said surrender of the premises provided Tenant has paid all rent and additional rent through the effective date of said surrender and provided Tenant complies with the provisions of 28, 32 and all other Paragraphs herein concerning the return of possession of the Demised Premises.


JOSALCO, INC.

By


Joseph Picone, Jr., Pres.

TMCO, INC.

By


Gerald McCrystal, Jr.

GUARANTOR(S) AS TO PARAGRAPHS 75 ONLY

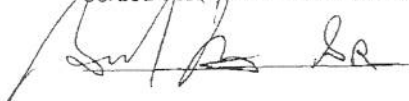


EXHIBIT B

<u>PERIOD</u>	<u>ANNUAL RENT</u>
November 1, 2007 to October 31, 2008	\$300,000.00
November 1, 2008 to October 31, 2009	\$372,000.00
November 1, 2009 to October 31, 2010	\$384,000.00
November 1, 2010 to October 31, 2011	\$399,360.00
November 1, 2011 to October 31, 2012	\$415,334.40
November 1, 2012 to October 31, 2013	\$431,947.78
November 1, 2013 to October 31, 2014	\$449,225.69
November 1, 2014 to October 31, 2015	\$467,194.72
November 1, 2015 to October 31, 2016	\$485,882.51
November 1, 2016 to October 31, 2017	\$505,317.81
November 1, 2017 to October 31, 2018	\$525,530.52
November 1, 2018 to October 31, 2019	\$546,551.74

<u>PERIOD</u>	<u>MONTHLY PAYMENTS</u>
November 1, 2007 to December 31, 2007	-0-
January 1, 2008 to October 31, 2008	\$ 30,000.00
November 1, 2008 to October 31, 2009	\$ 31,000.00
November 1, 2009 to October 31, 2010	\$ 32,000.00
November 1, 2010 to October 31, 2011	\$ 33,280.00
November 1, 2011 to October 31, 2012	\$ 34,611.20
November 1, 2012 to October 31, 2013	\$ 35,995.65
November 1, 2013 to October 31, 2014	\$ 37,435.47
November 1, 2014 to October 31, 2015	\$ 38,932.89
November 1, 2015 to October 31, 2016	\$ 40,490.21
November 1, 2016 to October 31, 2017	\$ 42,109.82
November 1, 2017 to October 31, 2018	\$ 43,794.21
November 1, 2018 to October 31, 2019	\$ 45,545.98