

**LANDLORD CONSENT TO SUBLEASE,  
NONDISTURBANCE AND ATTORNMENT AGREEMENT**

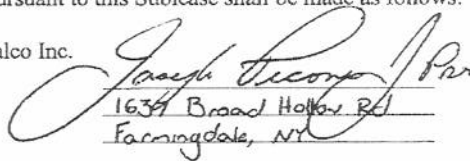
This LANDLORD CONSENT TO SUBLEASE, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (the "Consent") is made by JOSALCO, INC., a New York Corporation ("Landlord"), with its principal place of business at 1637 Broad Hollow Road, Farmingdale, New York, in connection with that certain Sublease (the "Sublease") pursuant to which TMCC, INC., a New York Corporation ("TMCC") desires to sublet to HARTSDALE CONVERTIBLES, INC., a New York Corporation ("Subtenant"), that certain leased premises consisting of approximately TWENTY-THOUSAND (20,000) rentable square feet located in the building located at 1821 Route 110, E. Farmingdale, NY 11735 (the "Premises") and leased by TMCC from Landlord pursuant to that Master Lease dated as of September 29, 2007 (the "Master Lease").

1. **Landlord's Consent to Sublease.** On the basis of and subject to the provisions of the Sublease and this Consent, Landlord hereby consents to the sublease of the Sublet Premises by TMCC to Subtenant.
  
2. **Estoppel.** Landlord hereby confirms as follows:
  - a. The Commencement Date of the Master Lease was November 1, 2007, and the expiration date of the Master Lease is October 31, 2019.
  
  - b. TMCC is not in default under any of the terms and conditions of the Master Lease.
  
  - c. The copy of the Master Lease is attached as **Exhibit A** to this Consent is a true and correct copy of the Master Lease, together with all amendments, exhibits, and addenda thereto.
  
  - d. Landlord does not need to obtain the consent of any other party, including by way of illustration and not limitation, any fee mortgagees of the Building in which the Sublet Premises are located, to the execution and binding effect of this Consent.
  
  - e. TMCC is the holder of the entire leasehold estate under the Master Lease.
  
  - f. The Master Lease is presently in full force and effect and unmodified or unchanged.
  
  - g. Landlord has not received notice and does not have knowledge of any previous sublease, assignment, mortgage, or pledge of TMCC's interest in the Master Lease.

- h. Other than the Master Lease, there are no other agreements, written or oral, between Landlord and TMCC regarding the Sublet Premises or TMCC'S obligation to pay rentals or any other amounts or perform other obligations under the Master Lease.
3. **Signature.** By its signature below, Landlord expressly acknowledges and consents to the provisions of the Sublease. The Sublease is attached hereto as **Exhibit B.**
4. **Default Notice and Right to Cure.** Landlord shall give written notice to Subtenant of any failure by TMCC to perform or observe any of the material covenants, conditions, or provisions of the Master Lease, and Subtenant shall have the right but not the obligation to cure any such failure by TMCC.
5. **Action Upon Default.** In the event of any such failure by TMCC, Landlord shall not take any action against Subtenant with respect to such failure, and shall not name Subtenant in any action or proceeding to terminate the Master Lease.
6. **Nondisturbance.** Landlord and Subtenant agree as follows:
- (a) If the current term of the Master Lease, or any extension or renewal of it, ends before the expiration of the term of the Sublease, or any extension or renewal of it, for any reason other than condemnation, fire, or other casualty, the Sublease, if then in existence, will continue as a lease between Landlord, as landlord, and Subtenant, as tenant, with the same force and effect as if Landlord, as landlord, and Subtenant, as tenant, had entered into a lease as of the end of the Master Lease, containing the same terms, covenants, and conditions as those contained in the Sublease for a term equal to the unexpired term of the Sublease.
- (b) The provisions of this Paragraph 6 will inure to the benefit of only Subtenant and will not pass to any successor or assignee of Subtenant or any other party unless the liability of Subtenant survives this Assignment.
7. **Attornment.** From and after the end of the Master Lease:
- (a) Subtenant will attorn to Landlord, and Landlord will accept the attornment.
- (b) Landlord will have the same remedies against Subtenant for the nonperformance of any agreement contained in the Sublease for the recovery of rent, for the commission of any waste, or for any other default which Sublandlord had or would have had if the Master Lease had not ended.

- (c) From and after the time of such attornment, Subtenant will have the same remedies against Landlord for the breach of any agreement contained in the Sublease that Subtenant might have had against Sublandlord if the Master Lease had not ended.
- (d) Landlord will adopt the Sublease between Sublandlord and Subtenant as and for its lease; and will be deemed the landlord and Subtenant its tenant under the lease; and will assume each and every covenant, condition, and agreement in the lease and required to be kept, observed, and performed by Sublandlord, with the same force and effect as if Landlord had originally been named as the landlord of Subtenant, so that Landlord will be substituted as the landlord in the Sublease.
- (e) Upon any adoption by Landlord of the Sublease, Subtenant will pay the rental required to be paid by it under the Sublease directly to Landlord, and Landlord will accept the rental. Subtenant will comply with every other term, covenant, condition, and agreement of the Sublease.
8. **Force Majeure.** TMCC and Subtenant shall not be deemed in default in the performance of any obligation or undertaking provided herein, in the event and/or so long as the performance of any such obligation is prevented or delayed, retarded or hindered by Act of God, fire, earthquake, floods, explosion, action of the elements, war, hostilities, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of government or civil or military or naval authorities, or any other causes, whether similar or dissimilar to the foregoing, not within the reasonable control of TMCC (collectively, "Force Majeure").
9. **Correspondence.** In the event Landlord amends the Master Lease: (a) Landlord shall provide Subtenant with a copy of any such amendment; and (b) no such amendment shall disturb Subtenant's use, enjoyment, or occupancy of the Sublet Premises provided Subtenant is not in default under the Sublease.
10. **Notice Copies.** Landlord shall send to Subtenant copies of all notices, correspondence, documents, and instruments it sends to TMCC in connection with or related to the Sublease, the Master Lease, or the Sublet Premises.
11. **Notice.** Any notice, statement, demand, request or other communication required or permitted to be given pursuant to this Sublease shall be made as follows:

If to Landlord: Josalco Inc.

  
1639 Broad Hollow Rd  
Farmingdale, NY

If to TMCC: TMCC Inc.  
Attention: Gerald McCrystal  
1821 Route 100  
E. Farmingdale, NY 11735

With a Copy to: Brian A. Held, Esq.  
Lynch Law Firm, P.C.  
45 Eisenhower Drive, 3<sup>rd</sup> Floor  
Paramus, New Jersey 07652

If to Subtenant: Hartsdale Convertibles, Inc.  
Attn.: Edward B. Seidner  
Executive Vice President  
417 Crossways Park Drive  
Woodbury, NY 11797

With a Copy to: Owen Wincig, Esq.  
Wincig & Wincig, Esq.  
137 Fifth Avenue – 9<sup>th</sup> Fl.  
New York, NY 10010

- a. Such notices shall be sent by: (i) personal delivery, with a receipt provided therefor; or (ii) United States certified or registered mail, return receipt requested, with postage prepaid; or (iii) nationally recognized overnight courier service, with a receipt provided therefor and charges prepaid.
  - b. Notices shall be deemed effective upon receipt if personally served, forty-eight (48) hours after mailing if sent by United States mail, or the next business day if sent by overnight courier, respectively, as the case may be.
  - c. TMCC and Subtenant may, by notice as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for the party giving such notice.
  - d. Attorneys for TMCC and Subtenant are authorized to render notices for and on behalf of the respective parties.
12. **Counterparts.** This Sublease may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

13. **Facsimile Signatures.** This Consent may be executed by facsimile transmission and shall be deemed to have been executed and delivered by the Landlord on the date so transmitted to TMCC or the Subtenant.
14. **Partial Invalidity.** A determination that any provision of this Consent is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Consent to any person or to particular circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other person or circumstances.
15. **Modification.** This Consent may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
16. **Successors.** The terms, covenants, conditions, provisions and agreements contained in this Consent shall bind and inure to the benefit of the parties hereto and their respective legal representatives and successors and, except as otherwise expressly provided herein, their assigns.
17. **No Presumption.** Landlord acknowledges and agrees that this Consent is the result of extensive negotiations between the parties. This Consent shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted or prepared.
18. **Authority.** Landlord represents and warrants to TMCC that: (i) the execution, performance and delivery of this Consent by Landlord does not violate any provision in its charter, or any indenture, document, agreement or other instrument which may be heretofore binding upon Subtenant, and has been duly and validly authorized and approved by any required corporate action of Subtenant; (ii) the obligations of Landlord under this Consent are legal, valid, binding and enforceable against Landlord in accordance with its terms; and (iii) the person executing this Consent on behalf of Landlord has the requisite power and authority to so execute, perform and deliver same.
19. **Waiver of Jury Trial; Counterclaims.** Landlord waives all right to trial by jury in any summary or other action, proceeding or counterclaim arising out of, or in connection with, this Consent, the relationship of TMCC and Subtenant, the Subleased Premises and the use and occupancy thereof, and any claim for injury or damages.
20. **Interpretation.**
  - a. The captions, headings and titles in this Sublease are solely for convenience and reference, and shall not affect its interpretation.

- b. If any words or phrases in this Sublease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Consent shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Sublease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.
- c. All terms and words used in this Sublease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

21. **Governing Laws.** This Sublease shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Landlord has respectively executed this Consent as of the day and year first above written.

ATTEST: JOSALCO, INC. (Landlord)  
By: \_\_\_\_\_ By: *Joseph Eugene Jones*  
Name: \_\_\_\_\_ (Authorized Signatory)  
Title: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: HARTSDALE COVERTIBLES, INC.  
(Subtenant)  
By: \_\_\_\_\_ By: *Edward B. Seawel*  
Name: \_\_\_\_\_ (Authorized Signatory)  
Title: \_\_\_\_\_ Name: EDWARD B. SEAWEL  
Title: EXECUTIVE V.P.

ATTEST: TMCC, INC. (Tenant)  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ (Authorized Signatory)  
Title: \_\_\_\_\_ Name: Gerald McCritch  
Title: President