SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

In the Matter of the Application of

MOBASHAR ZAFAR,

Petitioner,

For the Judicial Dissolution of:
M & D of Dutchess, LLC
Pursuant to Section 702 of the
Limited Liability Company Law,

-against-

DAWOOD AHMED and M & D OF DUTCHESS, LLC,

Respondents.

VERIFIED PETITION

Index No. 2015/3123

TO THE SUPREME COURT OF THE STATE OF NEW YORK:

The Petitioner, Mobashar Zafar, respectfully alleges as follows:

1. Petitioner resides at 26 Center Avenue, Mt. Pocono, PA.

2. Respondent Dawood Ahmed resides at 28 Sherwood Drive Heights, Wappingers Falls, NY.

3. Respondent M & D of Dutchess, LLC (the "Company") is a limited liability company duly formed under the laws of the State of New York with an office located at Corbally, Gartland and Rappleyea, Esqs., 35 Market Street, Poughkeepsie, New York 12601. (A copy of the New York State Department of State online database entity information for M & D of Dutchess, LLC is annexed hereto as **Exhibit A**).

4. At all times relevant, Petitioner has held a 50% membership interest in the Company.

5. At all times relevant, Respondent Ahmed has held a 50% membership interest in the Company.

6. Respondent Ahmed is the youngest brother of the Petitioner.

7. In 1986, Petitioner together with Respondent Ahmed, purchased commercial property in the City of Poughkeepsie, located at 340 Violet Avenue, which was occupied by a gas station and convenient store (the "Premises"). They each owned an equal share of the Premises as tenants in common.

8. They agreed that Respondent Ahmed would run the gas station/convenient store and split the profits with the Petitioner on a 50/50 basis. Respondent failed to do so at all.

9. As a result, Petitioner removed Respondent Ahmed from the operation of the gas station/convenient store and leased the gas station/convenient store to a commercial tenant in 1997. Petitioner agreed to evenly split the rental income with Respondent Ahmed.

10. On November 2, 1999, Petitioner and Respondent Ahmed formed a limited liability company, Respondent M & D of Dutchess, LLC (the "Company"), and conveyed title of the Premises into it. They each owned a 50% membership interest in the Company. The purpose of the Company was to continue to lease the Premises for a profit. There was no, and is no, operating agreement.

11. The conveyance of the Premises into the Company took place on November 3, 1999. The conveyance was subject to an existing lease for the gas station and convenient store. (A certified copy of the deed from Petitioner and Respondent Ahmed is annexed hereto as **Exhibit B**).

12. While Petitioner lived in Pennsylvania and ran other businesses, Respondent Ahmed continued to live locally in Dutchess County and manage all affairs concerning the Company and the Premises on behalf of Petitioner.

13. Upon information and belief, from 1999 until 2011, Respondent Ahmed split the rent proceeds from the leased Premises with Petitioner in proportion with their 50/50 ownership of Respondent M & D of Dutchess, LLC.

14. In 2014, a dispute arose between the Petitioner and Respondent Ahmed when the Petitioner discovered that Respondent Ahmed was collecting more rent from Avtar Singh than Petitioner had previously been told by Respondent Ahmed. Petitioner realized that Respondent Ahmed was no longer equally dividing the rental proceeds with Petitioner, if he ever had been.

15. In March 2014, after a series of demands, Petitioner finally received a copy of tenant Avtar Singh's lease for the Premises dated "July 2011". (A copy of the "2011 Lease" is annexed hereto as **Exhibit C**).

16. The 2011 Lease described the monthly rent which Respondent Ahmed had not disclosed to Petitioner or equally divided with him. (See Exhibit C).

17. Significantly, the 2011 Lease did not identify Respondent M & D of Dutchess, LLC (i.e., the owner of the underlying property) as landlord. Instead, the purported landlord of the Premises was "M&D Dutchess Property, LLC". (See Exhibit C).

18. Purported landlord "M&D Dutchess Property, LLC" does not legally exist and never has. However, the New York State Secretary of State shows the existence of a similarly named limited liability company, "M & D Dutchess Properties, LLC", which was purportedly formed by Respondent Ahmed on March 10, 2006, without Petitioner's knowledge or

involvement. (A copy of the New York State Department of State online database entity information for M & D Dutchess Properties, LLC is annexed hereto as **Exhibit D**).

19. Respondent Ahmed never told the Petitioner that he had begun leasing the Premises in the name of other companies. The effect of Respondent Ahmed having named "M & D Dutchess Property, LLC" as landlord of the Premises was to remove Respondent M & D of Dutchess, LLC and the Petitioner from all direct control or financial benefit associated with the Premises, and accordingly, exploit the Premises for Respondent Ahmed's personal gain.

20. The 2011 Lease required a $100,000.00 payment from tenant Avtar Singh to Respondent Ahmed, personally, in return for the opportunity to lease the Premises for ten years from Respondent Ahmed's non-existent LLC. Tenant Avtar Singh paid $100,000 to Defendant Ahmed in or around September 2011 in connection with the 2011 Lease. (See last page of Exhibit C).

21. Respondent Ahmed never told Petitioner that he received a $100,000.00 payment from Avtar Singh in connection with the 2011 Lease for the Premises. Petitioner only discovered this personal payment upon his receipt and inspection of the 2011 Lease. Respondent Ahmed never shared any part of the $100,000.00 payment he received for the tenant's use of the Company's Premises.

22. Upon information and belief from Plaintiff's further discussions with tenant Avtar Singh in 2014, Singh paid an additional $46,000 to Respondent Ahmed, which he received in his personal capacity, in return for the opportunity to lease the Premises for a period of years prior to the 2011 Lease. Like the $100,000 payment Respondent Ahmed never disclosed this prior $46,000 payment to Plaintiff or shared it with him

23. Respondent Ahmed has operated and does operate two used car dealerships on the Premises (sole proprietorships personally owned by Respondent Ahmed and known as "S & H Used Car Dealers" and "S & H Autos") to the inconvenience and detriment of tenant Avtar Singh and property owner Company, without legal right, without permission, and without any form of consideration given to the Company.

24. As a result of Respondent Ahmed's personal exploitation of the Premises, Respondent M & D of Dutchess, LLC has no tenant and conducts no business. It has no income and no bank account. Respondent Ahmed has ceased operation of the Company in favor of pursuing his own competing interests: forming his own corporate entities and sole proprietorships to exploit the Company's Premises for his own use and benefit while diverting leases, business opportunity, money and control away from the Company and the Petitioner, its 50% member. Respondent Ahmed now merely shares a portion of the rent he receives from the operation of his own business, at his discretion, with the Petitioner in their individual capacities.

25. As a result of Respondent Ahmed's personal exploitation of the Premises, it is not reasonably practicable to carry on the business of Respondent M & D of Dutchess, LLC. Given Respondent Ahmed's personal exploitation and encumbrance of the Company's sole asset (i.e., the Premises), it is apparent that Respondent Ahmed is unable or unwilling to reasonably permit or promote the purpose of the Company to be realized or achieved over Respondent Ahmed's own personal businesses and greed.

26. As a result, Petitioner respectfully asks this Court for a judgment dissolving Respondent M & D of Dutchess, LLC in accordance with New York Limited Liability Law § 702.

27. In the absence of judicial dissolution under LLCL § 702, Petitioner submits that the forced existence of the Company under Respondent Ahmed's continued usurpation and

encumbrance of the Premises, which could continue indefinitely due to the 50-50 member deadlock between Petitioner and Respondent Ahmed, would be untenable, unfair and inequitable.

28. Petitioner, therefore, respectfully asks, in the alternative, for judgment directing an equitable buy-out of Respondent Ahmed's 50% membership interest in the Company by Petitioner or an equitable buy-out of Petitioner's 50% membership interest in the Company by Respondent Ahmed for its fair market value as determined by a Court-Ordered appraisal at the expense of Petitioner and Respondent Ahmed in equal proportion.

29. Petitioner has made no prior application for the relief requested herein and respectfully refers the Court to Petitioner's accompanying Memorandum of Law in Support for a discussion of Petitioner's legal entitlement to the relief requested herein.

WHEREFORE, Petitioner respectfully requests the following relief:

(1) Judgment dissolving Respondent M & D of Dutchess, LLC pursuant to LLCL § 702 and appointing a liquidating receiver/trustee pursuant LLCL § 703 to wind-up the affairs of the company and discharge the company's liabilities, including all sums due Petitioner, sell the company's real property, and distribute to the members any remaining assets of the company;

(2) In the alternative to dissolution of Respondent M & D of Dutchess, LLC, judgment directing an equitable buy-out of Respondent Ahmed's 50% membership interest in the company by Petitioner or an equitable buy-out of Petitioner's 50% membership interest in the company by Respondent Ahmed for its fair market value as determined by a Court-Ordered appraisal at the expense of Petitioner and Respondent Ahmed in equal proportion; and

(3) Such other or further relief as the Court may deem just, proper and equitable.

Dated: August 21 2015
Wappingers Falls, New York

Darren H. Fairlie, Esq.
Stenger, Roberts, Davis & Diamond, LLP
Attorney for Petitioner
1136 Route 9, Wappingers Falls, New York 12590

Mobashar Zafar, *Petitioner*

VERIFICATION

STATE OF NEW YORK

COUNTY OF DUTCHESS

MOBASHAR ZAFAR, being duly sworn, deposes and says:

I am the Petitioner in the above-entitled proceeding. I have read the foregoing Verified Petition and know its contents. The contents are true of my own knowledge, except as to matters stated on information and belief, and, as to such matters, they are true to the best of my knowledge and belief.

Mobashar Zafar

Subscribed and sworn to before me
on the 21st day of August 2015.

Notary Public

DARREN H. FAIRLIE
Notary Public, State of New York
No. 02FA6148109
Qualified in Ulster County
Commission Expires June 19, 2018

EXHIBIT "A"

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 14, 2015.

Selected Entity Name: M & D OF DUTCHESS LLC

Selected Entity Status Information

Current Entity Name:	M & D OF DUTCHESS LLC
DOS ID #:	2435088
Initial DOS Filing Date:	NOVEMBER 02, 1999
County:	DUTCHESS
Jurisdiction:	NEW YORK
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Current Entity Status:	ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

CORBALLY, GARTLAND AND RAPPLEYEA, ESQS.
35 MARKET STREET
POUGHKEEPSIE, NEW YORK, 12601-3285

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares	Type of Stock	$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
NOV 02, 1999	Actual	M & D OF DUTCHESS LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

Search Results New Search

Services/Programs | Privacy Policy | Accessibility Policy | Disclaimer | Return to DOS Homepage | Contact Us

EXHIBIT "B"

Dutchess County Clerk

DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

CORBALLY GARTLAND & RAPPLEYEA
35 MARKET ST
POUGHKEEPSIE NY 12601

RECORDED: 02/28/2000

AT: 14:24:12

DOCUMENT #: 02 2000 1881

RECEIVED FROM: CORBALLY GARTLAND & RAPPLEYEA

GRANTOR: AHMED DAWOOD
GRANTEE: M & D OF DUTCHESS LL

RECORDED IN: DEED
INSTRUMENT TYPE:

TAX
DISTRICT: T/POUGHKEEPSIE

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 57.00

NUMBER OF PAGES: 5

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMBER: #006177

E & A FORM: Y

TP-584: Y

*** DO NOT DETACH THIS PAGE
*** THIS IS NOT A BILL

STATE OF NEW YORK (COUNTY OF DUTCHESS) SS:
I, BRADFORD KENDALL, COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS, DUTCHESS COUNTY, DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE ON February 28, 2000
AND THE SAME IS A CORRECT TRANSCRIPT THEREFOF DEED # 2000-1881
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL

March 20, 2013

COUNTY CLERK & CLERK OF THE SUPREME & COUNTY COURTS, DUTCHESS COUNTY

COUNTY CLERK BY: LBT /_____
RECEIPT NO: R11356
BATCH RECORD: C00327

Richard M. Anderson

RICHARD M. ANDERSON
County Clerk

0 2 2 0 0 0 1 8 8 1

Dutchess County Clerk

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE made the 3rd day of November, 1999.

BETWEEN DAWOOD AHMED and MO BASHAR ZAFAR a/k/a MOBASHAR ZAFAR
16 Central Avenue, Wappingers Falls, New York 12590

party of the first part, and

M & D OF DUTCHESS, LLC, 16 Central Avenue,
Wappingers Falls, New York 12590

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL ITS interest in that certain piece or parcel or real property, with the buildings and improvements thereon erected, situate, lying and being in the Town of Poughkeepsie, Dutchess County, New York more particularly described in Schedule "A" attached hereto.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

In observance of Business Corporation Law Section 909, this conveyance is made with the unanimous consent of the stockholders of the corporation at a meeting duly called pursuant to the provisions of that section.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purposes of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

Dutchess County Clerk

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In Presence Of:

DAWOOD AHMED

MO BASHAR ZAFAR 18221401 Driver's license

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

On this 3rd day of November, 1999, before me personally came DAWOOD AHMED to me known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), person(s) or corporation or entity on behalf which the individual acted, executed the instrument.

Notary Public

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF Monroe)

On this 2nd day of November, 1999, before me personally came MO BASHAR ZAFAR to me known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), person(s) or corporation or entity on behalf which the individual acted, executed the instrument.

Notary Public

Notarial Seal
Kelly A. Goldstein, Notary Public
Mt. Pocono Boro, Monroe County
My Commission Expires Oct. 6, 2003
Member, Pennsylvania Association of Notaries

Standard N.Y.B.T.U. Form 8007 Bargain and Sale Deed with Covenant against Grantor's Acts — Individual or Corporation

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 29th day of December , nineteen hundred and eighty-six

BETWEEN

ART-TEX PETROLEUM, INC.
228 Meyers Corners Road
Wappinger Falls, NY 12590

party of the first part, and

DAWOOD AHMED and MO BASHAR ZAFAR
16 Central Avenue
Wappingers Falls, NY 12590

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ----------

TEN----------($10.00)---------- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Town of Poughkeepsie, County of Dutchess and State of New York, being part of Parcel I on "Survey and Map for Mobil Oil Corporation" filed in the Dutchess County Clerk's Office on November 22, 1976 on Filed Map #5012 more particularly bounded and described as follows:

BEGINNING at an iron pin set at the junction of the Northerly boundary of Cottage Avenue with the Easterly boundary of Route 9G also known as Violet Avenue thence N. 9 05' E. 217.00' along the Easterly boundary of Route 9G to an iron pin thence, S. 80 55' E. 178.08' to an iron pin thence S. 10 12' 04" W. 39.02' to a 14" locust tree thence S. 71 09' E. 8.00' to an iron pin thence S. 10 39' W. 187.35" to an iron pin set in the Northerly boundary of Cottage Avenue, thence N. 77 32' W. 180.40' along the Northerly boundary of Cottage Avenue to the point or place of beginning.

This conveyance is made in the ordinary course of the business of the grantor and is made with the unanimous consent of the shareholders.

12139

14 -

RECEIVED
$ 960.00
REAL ESTATE
DEC 31 1986
TRANSFER TAX

MAG ABSTRACT CORP.
35 Market Street
Poughkeepsie, N Y 12601
(914) 471-6320
File No. 206603

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 31 DAY OF Dec. 1986

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED
Dec 31 11 09 AM '86

Dutchess County Clerk

RECORD AND RETURN TO:

JON HOLDEN ADAMS, Esq.
Corbally, Gartland & Rappleyea
35 Market Street
Poughkeepsie, NY 12601

EXHIBIT "C"

A 35 — Lease, Business Premises, Loft, Office or Store 11-98

Copy

DISTRIBUTED BY Blumberg Excelsior Inc. NYC 10013

This Lease

made the day of July, 2011 between

M&D Dutchess Property LLC, 28 Sherwood Drive Heights, Wappinger Falls, NY
hereinafter referred to as LANDLORD, and

Avtar Singh, 350 Violet Avenue, Poughkeepsie, New York
hereinafter jointly, severally and collectively referred to as TENANT

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord 340 Violet Avenue, Poughkeepsie, New York

in the building known as Gas Station and Convenience Store

to be used and occupied by the Tenant

and for no other purpose, for a term to commence on September 1, 2011 and to end on January 31, 2023 unless sooner terminated as hereinafter provided, at the ANNUAL RENT of *In accordance with the attached schedule.

all payable in equal monthly instalments in advance on the first day of each and every calendar month during said term, except the first instalment, which shall be paid upon the execution hereof.

THE TENANT JOINTLY AND SEVERALLY COVENANTS:

FIRST.—That the Tenant will pay the rent as above provided.

REPAIRS

SECOND.—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or undertenants of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unmolested in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

ORDINANCES AND VIOLATIONS

ENTRY

INDEMNIFY LANDLORD

MOVING INJURY SURRENDER

THIRD.—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. ~~No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord~~.

NEGATIVE COVENANTS

OBSTRUCTION SIGNS

AIR CONDITIONING

IT IS MUTUALLY COVENANTED AND AGREED, THAT

FOURTH.—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenantable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

FIRE CLAUSE

FIFTH.—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim to any such award, the current rent, however, in such case to be apportioned.

EMINENT DOMAIN

SIXTH.—If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvent act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or 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 ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (if said condition which was the basis of said notice shall continue to exist) the term under 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 hereinafter provided.

LEASE NOT IN EFFECT

DEFAULTS

TEN DAY NOTICE

RE-POSSESSION BY LANDLORD

RE-LETTING

WAIVER BY TENANT

If the Tenant shall make default in the payment of the rent reserved hereunder, or any item of "additional rent" herein mentioned, or any part of either or in making any other payment herein provided for, or if the notice last above provided for shall have been given and if the condition which was the basis of said notice shall exist at the expiration of said ten days' period, the Landlord may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and all or any property therefrom, either by summary dispossess proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and re-possess and enjoy said premises together with all additions, alterations and improvements. In any such case or in the event that this lease be "terminated" before the commencement of the term, as above provided, the Landlord may either re-let the demised premises or any part or parts thereof for the Landlord's own account, or may, at the Landlord's option, re-let the demised premises or any part or parts thereof as the agent of the Tenant, and receive the rents therefor, applying the same first to the payment of such expenses as the Landlord may have incurred, and then to the fulfillment of the covenants of the Tenant herein, and the balance, if any, at the expiration of the term first above provided for, shall be paid to the Tenant. Landlord may rent the premises for a term extending beyond the term hereby granted without releasing Tenant from any liability. In the event that the term of this lease shall expire as above in this subdivision "Sixth" provided, or terminate by summary proceedings or otherwise, and if the Landlord shall not re-let the demised premises for the Landlord's own account, then, whether or not the premises be re-let, the Tenant shall remain liable for, and the Tenant hereby agrees to pay to the Landlord, until the time when this lease would have expired but for such termination or expiration, the equivalent of the amount of all of the rent and "additional rent" reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, that is, upon each of such rent days the Tenant shall pay to the Landlord the amount of deficiency then existing. The Tenant hereby expressly waives any and all right of redemption in case the Tenant shall be dispossessed by judgment or warrant of any court or judge, and the Tenant waives and will waive all right to trial by jury in any summary proceedings hereafter instituted by the Landlord against the Tenant in respect to the demised premises. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

REMEDIES ARE CUMULATIVE

In the event of a breach or threatened breach by the Tenant of any of the covenants or provisions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.

LANDLORD MAY PERFORM

ADDITIONAL RENT

SEVENTH.—If the Tenant shall make default in the performance of any covenant herein contained, the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of mechanic's lien be filed against the demised premises or against premises of which the demised premises are part, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Tenant at the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within fifteen days after the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord as in this subdivision of this lease provided, and any amount as to which the Tenant shall at any time be in default for or in respect to the use of water, electric current or sprinkler supervisory service, and any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision hereof, or in defending any such action, shall be deemed to be "additional rent" for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month. The receipt by the Landlord of any instalment of the regular stipulated rent hereunder or any of said "additional rent" shall not be a waiver of any other "additional rent" then due.

AS TO WAIVERS

EIGHTH.—The failure of the Landlord to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof no further assignment shall be made without express consent in writing by the Landlord.

COLLECTION OF RENT FROM OTHERS

NINTH.—If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Tenant the Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and underletting, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants herein contained on the part of the Tenant.

MORTGAGES

TENTH.—This lease shall be subject and subordinate at all times, to the lien of the mortgages now on the demised premises, and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a lien upon the premises. The Tenant will execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee. The Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, irrevocable, to execute and deliver any such instrument or instruments for the Tenant.

IMPROVEMENTS

ELEVENTH.—All improvements made by the Tenant to or upon the demised premises, except said trade fixtures, shall when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear and damages by the elements excepted.

NOTICES

TWELFTH.—Any notice or demand which under the terms of this lease or under any statute must or may be given or made by the parties hereto shall be in writing and shall be given or made by mailing the same by certified or registered mail addressed to the respective parties at the addresses set forth in this lease.

NO LIABILITY

THIRTEENTH.—The Landlord shall not be liable for any failure of water supply or electrical current, sprinkler damage, or failure of sprinkler service, nor for injury or damage to person or property caused by the elements or by other tenants or persons in said building, or resulting from steam, gas, electricity, water, rain or snow, which may leak or flow from any part of said buildings, or from the pipes, appliances or plumbing works of the same, or from the street or sub-surface, or from any other place, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord, or caused by operations by or for a governmental authority in construction of any public or quasi-public work, neither shall the Landlord be liable for any latent defect in the building.

NO ABATEMENT

FOURTEENTH.—No diminution or abatement of rent, or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

RULES, ETC.

FIFTEENTH.—The Landlord may prescribe and regulate the placing of safes, machinery, quantities of merchandise and other things. The Landlord may also prescribe and regulate which elevator and entrances shall be used by the Tenant's employees, and for the Tenant's shipping. The Landlord may make such other and further rules and regulations as, in the Landlord's judgment, may from time to time be needful for the safety, care or cleanliness of the building, and for the preservation of good order therein. The Tenant and the employees and agents of the Tenant will observe and conform to all such rules and regulations.

SHORING OF WALLS

~~SIXTEENTH.—In the event that an excavation shall be made for building or other purposes upon land adjacent to the~~ demised premises or shall be contemplated to be made, the Tenant shall afford to the person or persons causing ~~or to cause~~ such excavation, license to enter upon the demised premises for the purpose of doing such work as said ~~person or~~ persons shall deem to be necessary to preserve the wall or walls, structure or structures upon the demised premises from injury and to support the same by proper foundations.

VAULT SPACE

SEVENTEENTH.—No vaults or space not ~~within the~~ property line of the building are leased hereunder. Landlord makes no representation as to the location of the property line of the building. Such vaults or space as Tenant may be permitted to use or occupy are to be used or occupied under a revocable license and if such license be revoked by the Landlord as to the use of part or all of the vaults ~~or space~~ Landlord shall not be subject to any liability; Tenant shall not be entitled to any compensation or reduction ~~in rent nor~~ shall this be deemed constructive or actual eviction. Any tax, fee or charge of municipal or other authorities ~~for such vaults or space shall be paid by the Tenant for the period of the Tenant's use or occupancy thereof.~~

ENTRY

EIGHTEENTH.—That during seven months prior to the expiration of the term hereby granted, applicants shall be admitted at all reasonable hours of the day to view the premises until rented; and the Landlord and the Landlord's agents shall be permitted at any time during the term to visit and examine them at any reasonable hour of the day, and workmen may enter at any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate repairs in any part of the building; and if the said Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord or the Landlord's agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease; it is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.

NO REPRESENTATIONS

NINETEENTH.—The Landlord has made no representations or promises in respect to said building or to the demised premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord. This instrument may not be changed, modified, discharged or terminated orally.

ATTORNEY'S FEES

TWENTIETH.—If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of attorneys' fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. Also so long as the Tenant shall be a tenant hereunder the amount of such expenses shall be deemed to be "additional rent" hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses.

POSSESSION

TWENTY-FIRST.—Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason: in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

State of New York, County of ss.:

On before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of County of ss.:

On before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of County of } ss.:

On before me, the undersigned, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in *(if the place of residence is in a city, include the street and street number, if any, thereof)*;

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(☐ *if taken outside New York State insert city or political subdivision and state or country or other place acknowledgment taken* And that said subscribing witness(es) made such appearance before the undersigned in

)

(signature and office of individual taking acknowledgment)

BUILDING.....

Premises 340 Violet Ave., Poughkeepsie, NY

M&D Dutchess Property LLC,

Landlord

to

Avtar Singh,

Tenant

LEASE

GUARANTY

In consideration of the letting of the premises within mentioned to the Tenant within named, and of the sum of One Dollar, to the undersigned in hand paid by the Landlord within named, the undersigned hereby guarantees to the Landlord and to the heirs, successors and/or assigns of the Landlord, the payment by the Tenant of the rent, within provided for, and the performance by the Tenant of all of the provisions of the within lease. Notice of all defaults is waived, and consent is hereby given to all extensions of time that any Landlord may grant.

Dated,

State of New York, County of ss.: ACKNOWLEDGMENT RPL309-a (Do not use outside New York State)

On before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

THE TENANT FURTHER COVENANTS:

IF A FIRST FLOOR

TWENTY-SECOND.—If the demised premises or any part thereof consist of a store, or of a first floor, or of any part thereof, the Tenant will keep the sidewalk and curb in front thereof clean at all times and free from snow and ice, and will keep insured in favor of the Landlord, all plate glass therein and furnish the Landlord with policies of insurance covering the same.

INCREASED FIRE INSURANCE RATE

TWENTY-THIRD.—If by reason of the conduct upon the demised premises of a business not herein permitted, or if by reason of the improper or careless conduct of any business upon or use of the demised premises, the fire insurance rate shall at any time be higher than it otherwise would be, then the Tenant will reimburse the Landlord, as additional rent hereunder, for that part of all fire insurance premiums hereafter paid out by the Landlord which shall have been charged because of the conduct of such business not so permitted, or because of the improper or careless conduct of any business upon or use of the demised premises, and will make such reimbursement upon the first day of the month following such outlay by the Landlord; but this covenant shall not apply to a premium for any period beyond the expiration date of this lease, first above specified. In any action or proceeding wherein the Landlord and Tenant are parties, a schedule or "make up" of rate for the building on the demised premises, purporting to have been issued by New York Fire Insurance Exchange, or other body making fire insurance rates for the demised premises, shall be prima facie evidence of the facts therein stated and of the several items and charges included in the fire insurance rate then applicable to the demised premises.

WATER RENT

TWENTY-FOURTH.—If a separate water meter be installed for the demised premises, or any part thereof, the Tenant will keep the same in repair and pay the charges made by the municipality or water supply company for or in respect to the consumption of water, as and when bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's proportionate part of all charges which the municipality or water supply company shall make for all water consumed through said meter, as indicated by said meter. Such proportionate part shall be fixed by apportioning the respective charge according to floor area against all of the rentable floor area in the building (exclusive of the basement) which shall have been occupied during the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay as additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part.

SEWER

ELECTRIC CURRENT

TWENTY-FIFTH.—That the Tenant will purchase from the Landlord, if the Landlord shall so desire, all electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished therefor. The price for said current shall be the same as that charged for consumption similar to that of the Tenant by the company supplying electricity in the same community. Payments shall be due as and when bills shall be rendered. The Tenant shall comply with like rules, regulations and contract provisions as those prescribed by said company for a consumption similar to that of the Tenant.

SPRINKLER SYSTEM

~~TWENTY-SIXTH. If there now is or shall be installed in said building a "sprinkler system" the Tenant agrees to keep the~~ appliances thereto in the demised premises in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the State or local government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the demised premises are necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company, the Tenant will at the Tenant's own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. As additional rent hereunder the Tenant will pay to the Landlord, annually in advance, throughout the term $....., toward the contract price for sprinkler ~~supervisory service.~~

SECURITY

TWENTY-SEVENTH.—The sum of: $6,100.00.....Dollars is deposited by the Tenant herein with the Landlord herein as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to said Tenant.

NUISANCE

TWENTY-EIGHTH.—This lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct his business in such a manner, both as regards noise and kindred nuisances, as will in no wise interfere with, annoy, or disturb any other tenants, in the conduct of their several businesses, or the landlord in the management of the building; under penalty of forfeiture of this lease and consequential damages.

BROKERS COMMISSIONS

TWENTY-NINTH.—The Landlord hereby recognizes no broker as the broker who negotiated and consummated this lease with the Tenant herein, and agrees that if, as, and when the Tenant exercises the option, if any, contained herein to renew this lease, or fails to exercise the option, if any, contained therein to cancel this lease, the Landlord will pay to said broker a further commission in accordance with the rules and commission rates of the Real Estate Board in the community. A sale, transfer, or other disposition of the Landlord's interest in said lease shall not operate to defeat the Landlord's obligation to pay the said commission to the said broker. The Tenant herein hereby represents to the Landlord that the said broker is the sole and only broker who negotiated and consummated this lease with the Tenant.

WINDOW CLEANING

~~THIRTIETH. The Tenant agrees that it will not require, permit, suffer, nor allow the cleaning of any window, or windows,~~ in the demised premises from the outside (within the meaning of Section 202 of the Labor Law) unless the ~~equipment and safety~~ devices required by law, ordinance, regulation or rule, including, without limitation, ~~Section 202~~ of the New York Labor Law, are provided and used, and unless the rules, or any ~~supplemental rules of the~~ Industrial Board of the State of New York are fully complied with; and the Tenant hereby ~~agrees to indemnify~~ the Landlord, Owner, Agent, Manager and/or Superintendent, as a result of the Tenant's ~~requiring, permitting,~~ suffering, or allowing any window, or windows in the demised premises to be cleaned ~~from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and/or rules.~~

VALIDITY

THIRTY-FIRST.—The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.

EXECUTION & DELIVERY OF LEASE

THIRTY-SECOND.—In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.

EXTERIOR OF PREMISES

THIRTY-THIRD.—The Tenant will keep clean and polished all metal, trim, marble and stonework which are a part of the exterior of the premises, using such materials and methods as the Landlord may direct, and if the Tenant shall fail to comply with the provisions of this paragraph, the Landlord may cause such work to be done at the expense of the Tenant.

PLATE GLASS

~~THIRTY-FOURTH. The Landlord shall replace at the expense of the Tenant any and all broken glass in the skylights, doors~~ and walls in and about the demised premises. The Landlord may insure and keep ~~insured all plate glass in the skylights, doors~~ and walls in the demised premises, for and in the name of the Landlord ~~and bills for the premiums~~ therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect, and shall be due from and payable by the Tenant when rendered. ~~and the amount thereof shall be deemed to be, and shall be paid as, additional rent.~~

WAR EMERGENCY

THIRTY-FIFTH.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with 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.

THE LANDLORD COVENANTS

QUIET POSSESSION

FIRST.—That if and so long as the Tenant pays the rent and "additional rent" reserved hereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned, provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.

ELEVATOR

HEAT

~~SECOND.—Subject to the provisions of Paragraph "Fourteenth" above the Landlord will furnish the following respective~~ services: (a) Elevator service, if the building shall contain an elevator or elevators, on all days except Sundays and holidays, from A.M. to P.M. and on Saturdays from A.M. to P.M.; (b) Heat, during the same hours on ~~the same days in the cold season in each year.~~

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed these presents the day and year first above written.

M&D Dutchess Property LLC

By: Dawood Ahmed, Member [L. S.]
Landlord

IN PRESENCE OF:

8/09/14

Avtar Singh [L. S.]
Tenant

RENT SCHEDULE
M&D DUTCHESS PROPERTY LLC AND AVTAR SINGH

ANNUAL RENT

MONTHS	AMOUNT-Monthly	
1 - 677 AS DA	$6,100.00	31ST JANUARY 2018
LAST 60 - 120 DA AS	$6,600.00	31ST JANUARY 2023

Additionally, commencing January 1, 2012, Tenant shall pay as additional rent the increase in real property taxes over the real property taxes paid by the Landlord for the calendar year 2011. The additional rent shall be billed twice annually by the Landlord upon Landlord's receipt of his real property tax bills, the first for Town and County taxes and the second for school taxes. All additional rent shall be paid within 30 days of written demand for the same accompanied by the 2011 tax bill and the current tax bill.

RIDER TO LEASE

THIS LEASE RIDER IS ATTACHED TO AND MORE A PART OF THE PRINTED FIVE PAGE LEASE OF THIS SAME DATE, JULY 7, 2011.

BY AND BETWEEN

M&D DUTCHESS PROPERTY LLC, hereinafter referred to as "Lessor."

and

AVTAR SINGH hereinafter referred to as "Lessee."

In the event of any conflict between this lease rider and the printed five page lease, the lease rider shall control.

1. Rent. Time is important with respect to all rental payments and any other payments which may be du e from Lessee and to Lessor as reflected in the provisions of this Lease. If the monthly rental payment due hereunder is not paid by the 7th day of each month, a late charge of 2% of the amount of the unpaid rent will be due and payable without prejudice to remedies of the Lessor at law or equity. Interest on any unpaid rent greater than thirty days shall accrue at the rate of 18% per annum.

2. Conditions of Premises.

   (a) Lessee as current Lessee in possession for eight years has examined and knows the condition of the Premises. Lessor has made no representations as to the condition of the premises.

   (b) Lessor reserves the right to place equipment for the sale of services or products on the premises provided it does not interfere with Lessee's use and is not comparable to services and products sold by Lessee. Any placement of equipment of Lessor for sale of services or products on the premises, requires Lessee's consent, which shall not be unreasonably withheld.

3. Premises.

   (a) Lessee shall not erect on the Premises any buildings or structures, nor make any permanent alterations in, or additions or attachments of items to, the

Premises without first obtaining the written consent of the Lessor. Such consent may be unilaterally withheld at the unfettered discretion of Lessor. However, in the event Lessor gives consent to Lessee to erect on the Premises any building, structure or any permanent alteration, Lessee shall make such improvements and provide for payment therefore (including obtaining of waivers of liens) in accordance with procedures delineated by the Lessor. Lessee shall provide casualty insurance as prescribed by Lessor, covering the improvements and building in amounts and with types of coverage for said building, structure and permanent alteration (see, paragraph 19, *infra*).

(b) Lessee shall keep the Premises, together with the adjoining sidewalks and entrance driveways, pumps, restrooms and paved area clean from debris and in good repair including snow removal, appearance and order; and, at the expiration of this Lease, or upon sooner termination thereof, Lessee shall surrender the Premises to Lessor in substantially as good condition as when received, ordinary wear and tear excepted.

(c) Lessee shall perform necessary upkeep and maintenance to the Premises, and in so doing shall follow reasonable guides outlining proper care which Lessor may from time to time provide to Lessee. Lessee shall keep the Premises, including adjoining areas, alleys and sidewalks, in clean, safe and healthful condition.

4. Fee and Taxes Paid by Lessee.

(a) Lessee shall pay any and all fees, licenses, and occupation of privilege taxes upon or with respect to the maintenance and use of the premises or with respect to any business, occupation, or privilege conducted or exercised upon or in connection with the Premises, as well as any and all taxes upon property owned by Lessee and located thereon.

5. Lessee not to Sublet; Assignment.

(a) Lessee will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor. The new Lessee must meet the criteria set by the Lessor at the sole discretion of the Lessor. Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire

hazard of the building, or Lessor as to its retained use or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the premises, except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in the consent aforesaid.

(b) If Lessee is a corporation, unincorporated association, trust or partnership, unless listed on a national stock exchange, the transfer, assignment, gift, pledge or hypothecation of any stock or interest in such corporation, association, trust or partnership shall be deemed a unilateral assignment of this Lease.

(c) If there is an assignment with respect to the leased Premises or the leasehold interest without Lessor's consent, this Lease may terminate at the option of Lessor, and all monies due and owing Lessor under this Lease shall become due at the time of the assignment.

6. Compliance with Federal, State and Municipal Laws.

(a) Lessee shall comply with all federal, state, county and municipal laws, rules, regulations, use permits, and all conditions and restrictions with regard to the use and condition of the Premises and with regard to Lessee's activities thereon. Without limiting the foregoing, Lessee shall comply with all requirements of federal, state, county and local occupational, health and safety agencies, and environmental protection agencies, concerning the receipt, storage and dispensing of motor fuels, the disposal of waste materials, and Lessee's other activities on the Premises. Lessee shall comply with all record keeping and fuel inventory measuring and monitoring standard s of any governmental agency as well as any regulations adopted subsequent to the making of this Lease affecting the storage and sale of petroleum products. The Lessee shall also be responsible for gasoline spills, overfills, leaks from storage tanks and corrosion, etc., provided such damages occur due to Lessee's negligence and activities of his operation.

Any usage of lead-free gasoline tanks or dispensers for other than lead-free products will require that Lessee shall cleanse and purge such equipment to Lessor's satisfaction before their reuse for lead-free products or upon vacating the Premises.

(b) Lessee covenants, represents and warrants that Lessee's intended use of the

Premises will comply with and Lessee will not violate in connection with the use, maintenance or operation of the Premises and the conduct of the business related thereto, any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (being hereinafter collectively referred to as the "Environmental Laws") including, without limitation (i) the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, the comprehensive Environmental Response, Compensation and Liability Act of 1980, and the Toxic Substances Control Act (including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to any of said Environmental Laws), and (ii) all other applicable environmental standards or requirements.

(c) Lessee agrees to pay for any and all fines, assessments, levies, etc., that may arise against Lessee or Lessor as a result of Lessee's activities on or in relation to the leased Premises, including contravention of addendum paragraph 6(a) and Lessee shall indemnify and hold harmless Lessor and shall pay Lessor's reasonable attorneys fees and expenses incurred by Lessor with respect thereto. Such agreement shall survive the termination of this Lease.

(d) In the event Lessee is in violation of this paragraph 6(a) then Lessor may terminate this Lease as of the date of violation of paragraphs 5(a) and the full balance of any and all rents due and owing to Lessor shall accelerate and become due and owing immediately.

7 . Liens.

Lessee shall not allow any lien or encumbrance to be placed upon the leased Premises or the leasehold interest hereby created or any part thereof, without first obtaining the written consent of Lessor. Lessee's leasehold interest hereunder shall not be levied upon by or vested in any other party, by operation of law, judicial order or otherwise, without first obtaining the written consent of Lessor. Any lien or encumbrance resulting from the conduct of Lessee shall be removed within thirty (30) days of such lien or encumbrance.

8. Keep Premises in Repair.

Lessee at his own expense shall keep all improvements, gasoline related

~~systems and storage tanks on the leased Premises in good repair as well as good Lessee able and wholesome condition. Lessee shall replace at its expense any improvement, related system or storage tank if the improvement or the system then located on the lease Premises cannot be properly and adequately repaired or maintained in compliance with any government regulation. An improvement shall include, but not be limited~~ to, all structural components of the Premises including, but not limited to, all structural components of the Premises including, but not limited to the roof, walls, plumbing, heating, cooling, wiring, cement, asphalt, plate glass, ~~gasoline pumps, gasoline storage tanks, gasoline monitoring system, fire suppression system, piping, walk-in-cooler, refrigerators and freezers, etc.~~ Related systems shall include, but not be limited to, ventilation systems, ~~drainage systems and HVAC system.~~

Lessee shall replace any mechanical system used for providing heat or cooling to the building in the event replacement is necessary. ~~Any equipment or personalty replaced by the Lessee shall become the property of the Lessor.~~ Lessor shall have the obligation as to re pair or replacement of the building, any part thereof, or any equipment on the premises.

The Lessee shall have refrigerators, fire suppression system, walk-in-cooler, heating unit and freezers serviced every year.

Lessee acknowledges that Lessor has simultaneously entered into an equipment lease agreement with Chestnut Petroleum Dist. Inc. or its affiliated companies. Lessee shall maintain all such equipment in good working order.

9. Default by Lessee.

Lessor shall have the right to terminate this Lease if any of the following events shall occur:

(a) Breach of any provision of this Lease by Lessee or those acting on his behalf.

(b) Abandonment of the Premises by Lessee or failure by Lessee to operate the Premises for normal sale of gasoline during normal business hours for ten (10) consecutive days or such lesser period which under the facts and circumstances constitutes an unreasonable period of time.

(c) Commission by Lessee or any of Lessee's employees or agents of any deceptive, fraudulent, illegal, immoral, or other improper act relative to the

business on the Premises which is detrimental to Lessor or to any member of the public, provided Lessee was aware of or should have been aware of said illegal activities.

(d) Failure by Lessee to pay to Lessor in a timely manner when due all sums to which Lessor is legally entitled.

(e) Declaration of bankruptcy by Lessee, judicial determination that Lessee is bankrupt or insolvent or any other reasonably convincing evidence of financial distress of Lessee, such as, without limitation, appointment of a receiver for Lessee, assignment by Lessee for the benefits of creditors.

(f) Lessee shall fully comply with the terms and conditions of any gasoline supply agreement made by it with any third party, including, but not limited to, Chestnut Petroleum Dist. Inc. Any breach of the gasoline supply agreement shall be a breach of this agreement and Lessor, upon such breach, shall be entitled to the remedies provided in this Lease agreement in the same manner as if there is a default under the terms of this agreement, if such default is a default under the terms of the Chestnut agreement.

11. Condemnation.

~~In the event of Condemnation, in whole or in part, the terms and conditions of this Lease shall terminate, and the Lessor shall be entitled to the full amount of any award for the Condemnation or other taking.~~ AS DA

12. Remedies of Lessor.

On the termination or cancellation of this Lease, Lessor, at anytime thereafter, shall have the right, at Lessor's election either with or without process of law, to enter upon the Premises and take possession of the same, and to remove any merchandise or other personal property situated thereon, including the right to use such force as may be necessary to effectuate the actual possession thereof in Lessor and such entry shall not be regarded as trespass or be sued for as such or be regarded as in any way unlawful. Lessor, in addition thereto, may sue for and recover all damages accrued or accruing under this Lease or arising out of any violation thereof, and Lessor may so sue and recover without declaring the Lease void or entering into possession of the Premises. Lessor may pursue any other remedies for any violation of this Lease or any of its covenants by Lessee. The above enumerated remedies are concurrent and are not at the option and discretion of Lessor, and the pursuit of any one shall not amount to an election or bar

the pursuit of any other remedies, whether or not enumerated herein. Termination of this Lease shall not affect or abridge in any way the rights and obligations of the parties accruing prior to termination.

13. Hold-Over.

In the event Lessee shall hold over beyond the expiration or any termination date of this Lease, such holdover tenancy shall be at sufferance and shall in no way color the Lessee's possession with any right of tenancy. And it shall be understood and agreed between the parties that the rights accruing to either by reason of appropriate notice of termination shall not be waived and shall continue in full force and effect. It shall be the responsibility of Lessee, if Lessee remains in possession without Lessor's consent. If Lessee holds over after the expiration of the term of this Lease, the monthly occupancy rate shall be an amount equal to 150% of the monthly rental rate for the last month of the term of this Lease.

14. Detecting Leaks.

In complying with any governmental requirements, Lessee, whenever specifically requested by Lessor or the government, shall take physical inventory measurements of the amount of gasoline or diesel fuels and other petroleum products in storage and maintain a record of such measurement, shall report such measurements to Lessor or to any governmental agency requiring such. Promptly, Lessee shall report any detected or suspected problem(s) immediately to Lessor.

15. Waiver.

The waiver of any breach of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation. Any failure of Lessor to enforce any right to seek remedies upon any default of Lessee with respect to the obligations of Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of Lessor in the event of any subsequent default of Lessee.

16. Entire Lease.

This Lease shall not be modified or amended except in writing. No obligation, agreement or understanding shall be implied from any of the terms and provisions of this Lease and Lease Rider, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. Any prior promise or representation made by the Lessor is merged in this Lease agreement.

17. Binding.

This Lease shall not be binding upon Lessor, nor shall any delivery of possession to or acceptance of rent from Lessee bind Lessor under this Lease or otherwise, unless and until this Lease shall have been signed on behalf of Lessor by or at the direction of its authorized representative and a full executed copy thereof delivered to Lessee.

18. The Lessor with the Lessee's consent, reserves the right to change the oil company that supplies gasoline to the station. In the vent the oil/gasoline company presently acting as franchiser has changed to a different company, the Lessee agrees to abide by the terms fo any franchise agreement required by the successor franchiser and comply with all requirements and requests of such oil/gas company franchiser.

19. Insurance.

The Lessee shall pay the premiums for and deliver to the Lessor the following policies of insurance (and such coverage must be with companies duly licensed to do business in the State of New York. Fire insurance policies, with full extended coverage and VMM (Vandalism & Malicious Mischief) endorsement, insuring the building (for at least $200,000.00) and all improvements and equipment (for at least $200,000.00) or hereafter erected on the station for at least the full replacement value thereof, which policy shall name the Lessor and the owners of the property as insured and Comprehensive Public Liability policies in limits of at least $1,000,000.00 for personal injuries and $500,000.00 for property damage, covering the station and the sidewalks adjacent thereto and naming the owners of the property and the Lessor as insured. Lessee shall also take out Workmen's Compensation Insurance and Unemployment Compensation Insurance. If Lessee shall not pay or

take out the above insurance policies then Lessor is authorized to do so at Lessee's expense, which expense must be immediately reimbursed to Lessor by Lessee. Each such policy shall contain an agreement by the insurer that it will not cancel or materially modify such policy except after twenty (20) days prior written notice to Lessor. All insurance policies required hereunder shall name Lessor as additional named insured.

Lessor reserves the right after the fifth anniversary of this Lease to increase the amount of coverage to correspond to increases in the Consumer Price Index or to correspond with coverage requirements generally observed in the Mid-Hudson area for similar commercial rentals.

20. The Lessor will be permitted and has the right to continue to utilize portions of the premises in order to continue and maintain its used car business as presently constituted including, but not limited to the use of the office trailer on the premises, parking behind and along the right side of the building property as one faces the building and near the sign post in front of the premises or for any other business which the Lessor determines to conduct provided it does not compete in material terms with the business of Lessee. In addition, the Lessee shall not be allowed to sell new or used automobiles, trucks or motorcycles on said premise. Also the Lessor has the right to keep the "used car" sign which is presently located on the building in place.

21. In the event of default or at the termination of this Lease, the Lessee agrees to transfer the Lotto Machine to Lessor or the new Lessee.

22. The Lessor shall have the right to open another business at the premises currently in possession of the Lessor. Such business shall not compete or obstruct with the Lessee's gasoline and grocery business.

23. Right of First Refusal.

A. Provided Lessee is not in default and Lessor receives from a ready, willing and able purchaser an acceptable bona fide offer to purchase, or Lessor makes a bona fide offer to sell to such purchaser, the Premises or any part thereof or any property that includes all or part of the Premises; Lessor shall give Lessee written notice, specifically the name and address of the purchaser and the price and terms of the offer, accompanied by Lessor's affidavit that the proposed sale is in good faith. Lessee shall thereupon

have a right of first refusal ("Right of First Refusal") to purchase the Premises or the part thereof or the entire property covered by such offer, at the price and on the terms of the offer but subject to the terms provided herein.

The Right of First Refusal shall not survive the expiration or any earlier termination of the Lease.

B. For Lessee to exercise this Right of First Refusal, Lessee must provide written notice as set forth herein, to Lessor's attorney, Jon Holden Adams, Esq. at Corbally, Gartland and Rappleyea, LLP, 35 Market Street, Poughkeepsie, New York 12601 ("Escrow Agent").

Within thirty (30) days of receipt of such notice from Lessor, Lessee shall advise Lessor, in writing, if it is exercising the Right of First Refusal or waiving the Right of First Refusal, with time being of the essence. If Lessee elects to waive the Right of First Refusal or fails to advise Lessor of its decision to exercise the Right of First Refusal within thirty (30) days of receipt of Lessor's notice, the Right of First Refusal to purchase shall automatically lapse and be cancelled without further notice from Lessor. If Lessee elects to exercise the Right of First Refusal, Lessee shall confirm this act in writing to the Lessor within thirty (30) days of Lessor's notice, and shall execute an Agreement of Sale to be prepared by Lessor's attorney, and shall forward an executed copy of the Agreement of Sale, along with the required down payment to Lessor, which shall be ten (10%) percent of the purchase price. The Agreement of Sale shall not have a contingency for financing.

Lessee shall close no later than forty-five (45) days of Lessee's notice to Lessor of Lessee's exercise of the Right of First Refusal. If Lessee delays the closing beyond the forty-five (45) day period, Lessee shall pay to Lessor an additional $500.00 for each day after the expiration of such forty-five (45) day period until the closing occurs unless the delay is attributable solely to a delay occasioned by the Lessor. In no event, however, shall the closing date be extended by Lessee beyond sixty (60) days after Lessee's notice to Lessor of Lessee's election of the Right of First Refusal, with time being of the essence. If Lessee fails to close for any reason (other than a delay caused solely by Lessor), within such sixty (60) day period, Lessee shall be in default, the Agreement of Sale and Right of First Refusal shall be cancelled and Lessor shall retain the down payment as liquidated damages and not as a penalty.

C. Lessee shall order from the Title Company, which Lessor shall have designated in the Agreement of Sale, a report on Lessor's title to that property, looking to Title Company's issuance to Lessee of an owner's policy of title insurance, the issuance of which shall be at Lessee's expense. Lessor shall be responsible to clear the title of such liens and other defects specified in that report created solely by Lessor. Lessee shall be responsible for clearing any liens, encumbrances or defects in title created by Lessee. Upon receipt from Lessee of the purchase price and notice that title is acceptable, Escrow Agent shall deliver to Lessee a bargain and sale deed in the usual form, and all customarily required transfer documents. Rent shall be prorated as of the date of delivery of the deed. In the event the title company is unwilling to insure title for the Premises at the usual rates tot Lessee, Escrow Agent shall return to Lessee the down payment and the Agreement of Sale will be cancelled. At Lessor's option, Lessor shall have the right to adjourn the closing for a reasonable period of time to clear any objections to title, but shall not be obligated to clear, or attempt to clear, such objections. In the event Lessor is unable to deliver insurable title, the Right of First Refusal and the Agreement of Sale will automatically terminate and Lessor shall return the down payment to Lessee and shall have the right thereafter to sell the Premises to any other party without providing Lessee with any further Right of First Refusal, but this Lease shall continue in effect.

D. Lessee is obligated to maintain all improvements at the Premises and in and around the building, including, but not limited to, all mechanical, heating, cooling, plumbing and electrical systems and the roof. In the event Lessee exercises the Right of First Refusal and the Premises is sold to Lessee, Lessee agrees to accept the Premises in its then "as is" condition, including any wear and tear between the execution of this Lease and the date the Premises is conveyed to Lessee. Lessor shall not be required to perform any repairs or other work at or within the building or on the property on which the building exists prior to Closing and shall have no obligation to obtain a certificate of occupancy, or clear any municipal violations, tax liens, environmental liens or other such matters.

E. This Article shall not apply to a conveyance of the Premises by Lessor to related entities or affiliates; however, Lessee's purchase refusal rights shall continue and shall not be waived as to any proposed future conveyances of the Premises by such related entities.

24. Severability.

If any provision of this Lease or the application thereof to an party or circumstance is held invalid or unenforceable, the remainder of this Lease and the application of such provision to the other parties or circumstances will not be affected thereby and the provision of this Lease will be severable in any such instance.

25. Both parties understand that the business belongs to the Lessee and the Lessee shall have the right to sell the business with the Lessor's consent during the term of this Lease, which consent shall not be unreasonably withheld. The Lessee shall retain any and all proceeds from the sale.

26. Security.

The amount of security shall at all times be equal to the amount of one month's rent currently applicable to the year of occupancy by Lessee. On the annual anniversary of this Lease, Lessee shall remit to Lessor that additional amount of security to maintain the security in an amount equivalent to the monthly rent then due. Failure to remit the same within ten days shall be a default by Lessee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

LESSOR:
M&D DUTCHESS PROPERTY LLC

By: Dawood Ahmed, Member

Witness

LESSEE:

8/08/11
Avtar Singh

Witness

The undersigned agrees to pay Dawood Ahmed the sum of $100,000.— in exchange for the execution and delivery to him of a ten year lease for premises located at 340 Violet Avenue, Town of Poughkeepsie, New York, said lease to be executed by Ahmed as member of M&D Dutchess Property LLC.

In the event that the Landlord terminates the lease, prior to the end of the term of this lease, the Lessee shall be entitled to receive a pro-rated refund of $ 100,000.— that has been paid to the Landlord for the business.

8/09/11

Avtar Singh

DAWOOD AHMED

EXHIBIT "D"

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 14, 2015.

Selected Entity Name: M & D DUTCHESS PROPERTIES, LLC

Selected Entity Status Information

Current Entity Name: M & D DUTCHESS PROPERTIES, LLC
DOS ID #: 3332284
Initial DOS Filing Date: MARCH 10, 2006
County: DUTCHESS
Jurisdiction: NEW YORK
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O DAWOOD AHMED
28 SHERWOOD DRIVE HEIGHTS
WAPPINGERS FALLS, NEW YORK, 12590

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares	Type of Stock	$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 10, 2006	Actual	M & D DUTCHESS PROPERTIES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

Search Results New Search

Services/Programs | Privacy Policy | Accessibility Policy | Disclaimer | Return to DOS Homepage | Contact Us