

This Agreement BETWEEN

His Branches, Inc., as Landlord

and

CORE Youth Services, Inc., as Tenant

Witnesseth: *The Landlord hereby leases to the Tenant the following space, hereafter referred to as the Premises: Suite 1 at 342 Arnett Boulevard, Rochester, New York 14619, consisting of 600 square feet of second floor office space with private access through a common entrance, hallway, and stairwell opening to the front sidewalk on Arnett Boulevard. Said Premises will be leased for the term of one year, renewable annually by mutual agreement for two more years at the rental rate of \$400.00 per month, the initial term to commence from the first day of December 2006 and to end on the thirtieth day of November 2007, and are to be used and occupied only for administrative office and community meeting space consistent with the non-profit status of His Branches Incorporated upon the conditions and covenants following:*

1st. *That the Tenant shall pay said rent in equal monthly payments of \$400.00 in advance on or before the fifteenth day of each and every month during the term aforesaid, with the exception December 2006, which will be rent-free.*

2nd. *That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs except for roof or exterior wall repairs but including the maintenance of all carpeting, heating, plumbing, computer network, telephone, security, electric and air conditioning systems within the demised premises. Tenant hereby agrees to use carpet protection mats under all rolling desk chairs and to obtain prior written consent from Landlord before making any alterations or additions to the heating, plumbing, computer network, telephone, security, electric, or air conditioning systems or doing interior renovation or any painting. At the end or other expiration of the term, Tenant shall deliver up the demised premises in good order or condition, damages by the elements excepted.*

3rd. *That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.*

4th. *That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises, or any part thereof, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of Lie, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.*

5th. *In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agents or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.*

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6th. *The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.*

7th. *The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.*

8th. *That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.*

9th. *Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums there for shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.*

10th. *That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.*

11th. *The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.*

12th. *That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.*

13th. *That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to reenter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.*

14th. *That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling*

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this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. *The Tenant has this day deposited with the Landlord the sum equal to one month's rent as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.*

16th. *That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.*

17th. *It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.*

18th. *That the Tenant shall pay to Landlord the charges assessed for any and all natural gas and electricity used or consumed in or on the said premises during the demised term, whether determined by meter or otherwise, as soon as and when the same are assessed. Such charges or expenses shall be paid as additional rent and shall be added to the next month's rent, thereafter to become due. Landlord shall pay Tenant's proportionate part of water and sewer charges imposed upon the building.*

19th. *That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.*

20th. *The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.*

21st. *If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.*

22nd. *If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.*

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23rd. *In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.*

24th. *This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because 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 or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.*

25th. *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.*

26th. *That the 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 because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.*

27th. *That the Tenant will provide its own heat, light and all separately metered utilities, as indicated in Section 18 above, while the Landlord will supply hot and cold water.*

28th. *That the Tenant and its clients will make use of available public parking spaces on Arnett Boulevard and Warwick Avenue and the private spaces at 350 Arnett Boulevard, but not the private parking area at 265 Warwick Avenue, and will coordinate with Landlord in policing parking.*

29th. *That the Tenant will maintain tenant insurance.*

30th. *That the Tenant shall hold Landlord harmless from any environmental pollution incurred on the premises as set forth in Paragraphs 31 and 32 below:*

31st. *Tenant will (1) keep the Premises free of all hazardous substances and shall not cause or permit the Premises or any part thereof to be used for their storage, treatment, generation or transportation; (2) comply with, all*

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applicable Environmental Laws and obtain all required Environmental Permits; (3) not store, treat, generate, process, handle, produce or dispose of any hazardous substances on the Premises.

32nd. Tenant shall promptly provide Landlord with a copy of all notifications that it gives or receives with respect to any Release or the threat of a Release of any hazardous substances on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises. The Tenant hereby covenants and agrees at its sole cost and expense, to indemnify, protect, defend and save Landlord from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Landlord relating to, resulting from or arising out of: (1) the use of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any hazardous substances; (2) a violation of any applicable Environmental Law or non-compliance with any Environmental Permit; (3) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative; containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any hazardous substance on, at or from the Premises.

33rd. That the Landlord will be responsible for upkeep of the outside grounds, access walkways and exterior lighting with the costs to be charged to the Tenant, the tenant of Suite 2 upstairs, the tenant of the office suite at 265 Warwick Avenue, and the Landlord on a 1/6, 1/6, 1/3, 1/3 basis.

34th. That the Tenant, the tenant of Suite 2 upstairs, the tenant of the office suite at 265 Warwick Avenue, and the Landlord are to share in common, without rent and on a mutually agreeable sign up basis, the kitchenette, seminar room and conference room on the first floor. The separately metered utilities and cleaning costs will be charged 1/6, 1/6, 1/3, and 1/3 to each respective entity.

35th. That, at the Tenant's request, the Landlord will use its best efforts to arrange for its cleaning service to clean Tenant's area with Tenant to be billed directly by such cleaning service.

36th. That alterations and improvements to the said demised premises shall remain for the benefit of the Landlord, unless otherwise provided in writing by the parties, and the Tenant further agrees in the event of making such alterations as herein provided, to maintain and save harmless the Lessor from expenses, liens, claims or damages to person or property on the demised premises, arising out of or resulting from the undertaking or making of said alterations or additions.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

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 parties have interchangeably set their hands (or caused these presents to be signed by their proper corporate officers) this 12th day of December 2006.

Signed, sealed, and delivered by and in the presence of

.....L.S.
William R. Morehouse, President, His Branches, Inc.

.....L.S.
Peter E. Grinion, Executive Director, CORE Youth Services, Inc.

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**State of New York,
County of Monroe**

On the 12th day of December 2006, before me personally came Peter E. Grinion, to me known, who, being by me duly sworn, did depose and say that he resides at 50 Toni Terrace, Rochester, New York, that he is the Executive Director of CORE Youth Services, Inc. and that he executed the foregoing instrument on behalf of the same.

**State of New York,
County of Monroe**

On the 12th day of December 2006, before me personally came William R. Morehouse, to me known, who, being by me duly sworn, did depose and say that he resides at No. 374 Wellington Avenue, Rochester, New York, that he is the President of His Branches, Inc., the corporation mentioned in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.

In Witness Whereof, *the undersigned has set his hand this 12th day of December 2006.*

WITNESS

.....L.S.