

EXHIBIT 3.

RIDER TO LEASE AGREEMENT

By and Between CRISTINA RODRIGUES and
OPEN DOOR FAMILY MEDICAL CENTER, INC. commencing on the
First day of April, 2005.

40. The rent for the subject premises shall be as follows:

- ✓ April 1, 2005, to March 31, 2007;
per year; per month.
- ✓ April 1, 2007, to March 31, 2009;
per year; per month.
- ✓ April 1, 2009, to March 31, 2011;
per year; per month.
- ✓ April 1, 2011, to March 31, 2013;
per year; per month.
- April 1, 2013, to March 31, 2015;
per year; per month.

41. That notwithstanding anything herein contained, the tenant may renew this lease for an additional period of ten (10) years commencing on April 1, 2015 and terminating on March 31, 2025, under the same terms and conditions set forth herein except as to the rents to be paid by tenant to landlord. The rents, commencing on April 1, 2015, shall be increased six (6%) per cent, and again increased at the rate of six (6%) per cent on the following dates: April 1, 2017; April 1, 2019; April 1, 2021; and April 1, 2023.

Tenant agrees to pay its rent to landlord, promptly. Should the monthly rent not be paid by the 10th day of each month, the landlord shall have the right to impose a late payment penalty amounting to ten (10%) per cent of the amount due. Failure of the landlord to impose this charge, however, shall constitute a waiver of the penalty.

Should the tenant fail to pay its rent, or fail to pay any of the monies due hereunder and the landlord commences summary proceedings against the tenant, then and in that event, landlord shall be entitled to the payment of her reasonable legal fees to enforce the provisions of this lease and any renewals.

It is agreed that the lease renewal shall expire on March 31, 2025, unless extended upon the mutual consent of each of the parties, their successors and/or assigns.

Should the tenant wish to renew the lease for the first ten (10_) year period of time, that is commencing on April 1, 2015, then and in that event, the tenant must give written notice to the landlord by certified mail, return receipt requested, or by personal service, on or before January 1, 2015. Should notice not be served as stated herein, then the landlord is free to rent the property covered by this lease to any party without further notice to the tenant.

That this lease and any renewals, thereof, are contingent upon the tenant paying to Ms. CRISTINA RODRIGUES, all of the monies called for under this lease and when they are due. In the event that the tenant does not renew the lease, then and in that event, the tenant shall vacate the premises, all without further notice from Landlord, and leave the premises vacant and in a "broom clean" condition.

42. It is the intention of the landlord and the tenant to lease the entire building including the basement area. The tenant further acknowledges that this lease shall be a "triple net lease" and that all costs and expenses incidental with the operation of the building shall be borne by the tenant. The tenant, therefore, shall be required to pay all of the expenses of the building, including, but not limited, to the entire Village taxes, the entire School district taxes and the entire Town taxes, all water charges, the heat, light, exterminating expenses, and shall show proof of the payment of all of these charges to the landlord at the address set forth herein. In addition to the above expenses, the tenant shall maintain the interior of the property, keep the sidewalks free and clear of ice, snow and debris, pay for all of the carting expenses, whether for trash or garbage, and pay for the removal of any and all hazardous waste and debris.

It is also expressly understood that the only expenses to which the landlord shall be responsible are the maintenance of the roof and any exterior structural repairs which are needed and were not caused by the negligent acts of the tenant, its agents, servants and employees, or caused by it in any way.

43. In the event that a third party (BFP) makes a bona fide offer to purchase the subject premises, to which the landlord has accepted, Landlord shall give Tenant written notice, within five (5) business days, of the terms of said offer. Said notice shall be considered an exclusive offer to sell the subject premises to Tenant on the same terms therein described. Tenant shall have twenty (20) business days in which to accept said offer by written

notice

If Tenant does not accept the said offer, Landlord shall have thirty (30) days from the last day of Tenant's right to accept said offer, to obtain a fully executed contract to sell and transfer title to the subject premises to the BFP under the terms offered to the Tenant, time, however, not being of the essence. In the event that a contract is not fully executed within thirty (30) days, Tenant's right of first refusal shall be renewed and shall be in full force and effect.

44. That in addition to the rent called for to be paid pursuant to the provisions of paragraph 40, herein, the tenant shall pay for all of its own heat, hot and cold water, any and all electric charges which it consumes at the premises, and all without any contribution from landlord. The tenant shall also be responsible for the removal of any and all trash and garbage, any and all sales taxes due as a result of the operation of its business, and provide for and pay for all exterminating services at the premises which must be performed at least once per month. Tenant shall also pay any and all fines and penalties which it may incur as a result of its operation of its business. The tenant also agrees to provide for the removal of snow and ice, keep any and all walkways and sidewalks free of any and all debris, and to pay for any and all repairs to the equipment which is located on the premises and which is owned by the landlord. The tenant shall also maintain the interior of the premises. None of the expenses for which the tenant is herein responsible, shall be reimbursed to it, at any time, by the landlord, and the tenant acknowledges that these expenses are solely its responsibility. The toilets, currently within the demised premises are to be fully maintained by the tenant, and any all repairs to the plumbing, electrical and heating systems, as well as the air conditioning system, shall be maintained solely by the tenant and all of the expenses for the maintenance of the plumbing, electrical, heating and air conditioning systems shall be the responsibility of the tenant, only. However, should the tenant replace any of the physical equipment at the premises, or install any fixtures, such property, at the termination of this lease or any option period shall be the property of the landlord and left on the premises when the tenant quits the property.

45. Notwithstanding the provisions of paragraph 28 of the lease, tenant is responsible to pay for all of the water it consumes in the operation of its business without contribution of any sort from landlord.

46. Notwithstanding anything contained in this lease, the tenant shall be responsible to keep the sidewalks in front of the demised premises clean of any and all debris and to

clear all snow and ice from the sidewalk. The tenant shall also keep the hallways and common areas in the demised premises free of all trash, garbage, and debris and shall also keep and maintain a place where its garbage and trash will be kept and the tenant shall see to it that it retains the services of a private carter to collect its garbage and trash, or see to it that the Village of Sleepy Hollow, Department of Sanitation or Public Works collects the same. In any event the cost of removing all of the tenant's trash and garbage shall be the responsibility of the tenant. The tenant hereby indemnifies the landlord from any and all liability for its failure to keep the sidewalks clear of debris and snow and ice, and the hallways and common areas of the demised premises clear of garbage and debris.

45. Paragraphs 3 and 4 of the lease are amended to include provisions that any and all alterations and repairs which the tenant wishes to make are to be in compliance with all of the laws, rules and regulations of the Village of Sleepy Hollow, Town of Mount Pleasant, County of Westchester or the State of New York. Any repairs and alterations which require the tenant to obtain a building permit are to commenced only after tenant has obtained such permit. The tenant is hereby given permission to replace the various signages that are presently on the premises, said signage to be in conformity with the laws, rules and regulations of the Village of Sleepy Hollow, Town of Mount Pleasant, or any appropriate authority. All repairs made, and signage installed, are to be done at tenant's sole cost and expense.

47. Paragraphs 5 and 36 of the lease are amended to include a provision that tenant is responsible for window cleaning, and, at its own cost and expense. Any damages to the windows, whether through an act of vandalism or as a result of any incident, the tenant shall be required to replace the same, at its cost and expense. The tenant shall be required to carry full plate glass insurance and a memorandum of insurance, naming the landlord as a loss payee, must be provided to the landlord within fifteen (15) days of the execution of this lease.

48. Paragraph 8 of the lease is amended to include a provision that tenant is responsible to provide landlord with proof of insurance as follows:

Liability insurance	-	\$1,000,000/\$3,000,000;
Fire Insurance	-	\$1,000,000.
Plate Glass Insurance	-	Full

All insurance obtained is to provide for CRISTINA RODRIGUES being deemed a loss payee.

49. Notwithstanding the provisions of paragraph 12 of the lease, tenant is responsible to pay for all electricity it consumes in the restaurant business without contribution of any sort from landlord.

50. Notwithstanding the provisions of paragraph 29 of the lease, as long as a sprinkler system now exists or in the event that a sprinkler system is required to be installed due to renovations in the future, or should tenant install a sprinkler, the tenant shall be responsible to maintain the sprinkler system and to pay for all charges to maintain the same, as well as any "sprinkler" tax, if any, imposed by the Village of Sleepy Hollow or the Town of Mount Pleasant, New York, or the County of Westchester, without contribution of any sort from landlord. Tenant represents that any such sprinkler system will be kept in good working order.

51. Notwithstanding the provisions of paragraph 30 of the lease, tenant is responsible to maintain the heating systems in the demised premises, as well as the air conditioners. Tenant agrees to maintain a service contract from a reputable heating and air conditioning company doing business in Westchester County, and have the heating system and air conditioning systems each serviced at least two times per year. Tenant also agrees that it will change the filters on the heating and air conditioning systems at least two times per year.

~~52. Notwithstanding paragraph 31 of the lease, the landlord is not required to pay to the tenant any interest on its security deposit, if one is required to be made. Notwithstanding anything herein contained, the payment of the security deposit, in the sum of \$24,000.00, which is to be deposited under the terms of this lease.~~

53. That any and all taxes due to the New York State Department of Taxation and Finance, which may or might be due as a result of the execution of this lease by landlord and tenant shall be paid by the tenant without contribution from the landlord, directly or by deduction by tenant of any rent.

54. Notwithstanding anything contained herein, this lease may not be recorded in the Office of the Clerk of the County of Westchester, by or under the direction of the tenant. Nothing herein contained, however, shall prohibit the landlord from recording this lease, however, but solely at his option. The recording of a copy of this lease by the tenant, however, shall be deemed a material breach of the terms and conditions of this lease.

55. This lease may not be assigned by tenant to any other party, without the express written consent of the landlord, which consent will not be unreasonably withheld.

56. Paragraphs 3 and 11 are amended to include a provision that the landlord will not unreasonably withhold her consent.

57. Landlord represents that she is not aware of any building code violations on the demised premises which may have been issued by the Village of Sleepy Hollow, Town of Mount Pleasant, or the County of Westchester. Should there be violations, however, on the demised premises, and not caused by the tenant, the landlord shall cause them to be immediately removed at her sole cost and expense.

58. The landlord may inspect the premises, from time to time, and at any time, but such inspections shall be at reasonable times. The landlord shall also be entitled to show the property to prospective purchasers at any time, and should this lease not be renewed by tenant on or before January 1, 2015, landlord shall be allowed to show the demised premises to prospective tenants from time to time, and at any time, but such inspections shall be at reasonable times.

59. The tenant acknowledges that it is taking the premises, of which it is fully familiar, in an "as-is" condition and the landlord shall not be responsible for any repairs or renovations to the property, nor shall she make any allowances toward any repairs or renovations made by tenant or any one on its behalf.

60. Notwithstanding the conditions set forth in paragraph 59, above, tenant may enter upon the portion of the building recently vacated by the Dolphin Fitness Club and make any and all repairs to the property, if legally performed and in compliance of the laws of the Village of Sleepy Hollow or the Town of Mount Pleasant, without rent for the period of time when the lease is executed up to ~~July 30, 2005~~ ^{July 30, 2005} and until ~~July 30, 2005~~ ^{July 30, 2005}. The tenant agrees that on ~~August 1, 2005~~ ^{July 30, 2005}, whether it has completed the renovations it requires, or not, that the rent for the entire building shall and must be paid from that date, ~~August 1, 2005~~ ^{July 30, 2005}, as provided for in the lease and paragraph 40, above.

61. It is the intention of the parties that the tenant shall at all times indemnify the landlord from any and all injuries which may occur on or about the premises, unless caused directly by the landlord.

62. All notices provided for herein shall be given by certified mail, return receipt requested, and mailed to

the following persons or parties, as follows:

TO LANDLORD:

MS CRISTINA RODRIGUES
50 Hoaggs Cross Road
Ossining, New York 10591

-and-

to her in care of
RODRIGUES ENTERPRISES, INC.
180 Valley Street
Sleepy Hollow, New York 10591

TO LANDLORD'S ATTORNEY:

HERBERT N. POSNER, ESQ.
550 Mamaroneck Avenue
Harrison, New York 10528

TO TENANT:

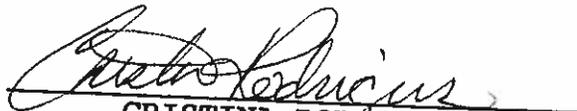
OPEN DOOR FAMILY MEDICAL CENTER, INC.
80 Beekman Avenue
Sleepy Hollow, New York 10591

and

165 Main Street
Ossining New York 10562

TO TENANT'S ATTORNEYS:

CASTRO & REMER, P. C.
DANIEL V. REMER, ESQ.,
The Hill Building
30 State Street
Ossining, New York 10562


CRISTINA RODRIGUES
Landlord

OPEN DOOR FAMILY MEDICAL CENTER, INC.

By:


LINDSEY FARRELL, President
Tenant