

GUARANTY

FOR VALUE RECEIVED, and as an inducement for the granting, execution and delivery of that certain lease, dated as of September 20, 2012 (the "Lease"), by 336 East 56th Street Realty, LLC ("Owner"), to Water Dragon New York LLC ("Tenant"), affecting space on the street level store (the "Premises") at 336 East 56th Street, New York, New York, and in further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Owner to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mila Padua, residing at 34 Cherry Street, Valley Stream, NY and Ismael Padua, residing at 34 Cherry Street, Valley Stream, NY(individually and collectively "Guarantor"), jointly and severally, hereby unconditionally and irrevocably guarantee to Owner, its successors and assigns the full and prompt: (i) payment of fixed rent, additional rent (as same are defined in the Lease) and all other charges payable by Tenant, its successors and assigns under or in any way relating to the Lease (calculated and determined as though no free rent or abatements had been granted to Tenant and as though the cost of all work done for and contributions made by Owner to Tenant and all brokerage commissions payable by Owner were theretofore or then repayable to Owner by Tenant in addition to the rents specified in the Lease) through and including the Vacate Date (as hereinafter defined); and (ii) performance and observance of all the covenants, terms, conditions and agreements in or in any way relating to the Lease to be performed and observed by Tenant and its successors and assigns through and including the Vacate Date; and Guarantor hereby covenants and agrees to and with Owner that if default shall at any time be made by Tenant or its successors or assigns, in the payment of any fixed rent, additional rent or other charges due in respect of any time periods occurring on or prior to the Vacate Date or if Tenant or its successors or assigns should in any manner default in the performance and observance of any of the covenants, terms, conditions and agreements contained in the Lease that are to be performed or observed in respect of any time periods occurring on or prior to the Vacate Date, Guarantor, in each and every instance, shall and will forthwith pay such fixed rent, additional rent and other charges to Owner and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Owner all damages and expenses of any kind or nature that may arise in consequence of any such default by Tenant or its successors or assigns under the Lease, including without limitation, all attorneys' fees and disbursements incurred by Owner or caused by or in any way related to any such default and/or the enforcement of this Guaranty.

For purposes hereof, the term "Vacate Date" shall mean the date that Tenant actually vacates the Premises, removes all of its property therefrom and lawfully surrenders possession thereof to Owner (free of all subtenants, occupants and encumbrances whatsoever) in the condition (and otherwise in the manner) required by the Lease regardless of whether such date is prior to, during or after the stated term of the Lease provided, however, that Tenant and Guarantor shall have (as a condition to the occurrence of the Vacate Date) given Owner written notice (a "Vacate Notice") not less than 60 days in advance of the Vacate Day (time being of the essence) specifying with certainty when that date is to be. If either Guarantor or Tenant give a Vacate Notice and Tenant fails to vacate the Premises and surrender possession thereof to Owner in the manner specified herein on or before such date (time being of the essence), the Vacate Date shall, regardless of whether Tenant subsequently vacates the Premises, be deemed not to have occurred and Guarantor shall (notwithstanding anything to the contrary set forth herein) not be relieved of any of its obligations hereunder.

This Guaranty is an irrevocable, absolute and unconditional guaranty of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Owner's part of any kind or nature whatsoever against Tenant or its successors or assigns, and without the necessity of resorting to any security under the Lease or any need to give notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or

the failure to assert by Owner against Tenant, or against Tenant's successors or assigns, any of the rights or remedies reserved to Owner pursuant to the provisions of the Lease.

In addition to and not in limitation of any provision hereof, Guarantor confirms its intent, agreement and understanding to be primarily obligated under the Lease through and including the Vacate Date, as if it had executed the same as Tenant.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, impaired or diminished by reason of any event or circumstance which might otherwise constitute a legal or equitable discharge of Guarantor, including, without limitation: (i) any assignment, renewal or modification of the Lease; (ii) any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease by Owner or Tenant or their respective successors or assigns notwithstanding that such modifications, waivers or changes increase the liability of Guarantor under this Guaranty; (iii) any dealings or transactions or matter or thing of any kind or nature occurring between Owner and Tenant or their respective successors or assigns; (iv) any consent, indulgence or other action, inaction or omission with respect to Tenant under or in respect of the Lease; (v) any failure to act, delay or lack of diligence on the part of Owner to enforce, assert or exercise any right, power or remedy conferred on Owner under the Lease or this Guaranty; (vi) any compromise, settlement, release or termination of any or all of the obligations of Tenant under the Lease; or (vii) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant or Tenant's successors or assigns, whether or not notice thereof is given to Guarantor.

All of Owner's rights and remedies under the Lease and/or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. This Guaranty and/or any of the provisions hereof cannot be modified, waived or terminated unless such modification, waiver or termination is in writing, signed by Owner.

Guarantor hereby agrees that whenever at any time or from time to time Guarantor shall make any payment to Owner or perform or fulfill any covenant, term, condition or agreement hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Owner in writing that such payment or performance, as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof or any other matter or thing shall entitle Guarantor by subrogation or otherwise to the rights of Owner to any payment by Tenant or out of the property of Tenant, except after payment of all sums and fulfillment of all covenants, terms, conditions or agreements to be paid or performed by Tenant and its permitted successors or assigns under the Lease. Any payments Guarantor may receive from Tenant shall be considered trust funds for the benefit of Owner.

Guarantor agrees it will, at any time and from time to time, within five (5) days following written request by Owner and without charge therefor, execute, acknowledge and deliver to Owner a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications) and that Guarantor has no defenses to its obligations hereunder and no offsets against any amounts that are then or may thereafter become due pursuant hereto. Guarantor agrees that such certificates may be relied upon by anyone holding or proposing to acquire any interest in the Building (as the same is defined in the Lease) from or through Owner or by any mortgagee or prospective mortgagee of the Building or of any interest therein.

As a special inducement to Owner to make and enter into the Lease and in consideration thereof, Guarantor hereby represents and warrants to and for the benefit of Owner that: (i) Guarantor is owner of Tenant and owns a 100 percent interest thereof and that by entering into the Lease, Owner will be conferring a direct and substantial economic benefit on Guarantor; (ii) Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York; (iii) Tenant has all requisite power and authority to enter into the Lease; (iv) this Guaranty has been duly executed and delivered by

Guarantor and constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms; (v) the execution, delivery and performance of this Guaranty does not violate or contravene any laws, ordinances or governmental requirements affecting Guarantor or any agreement to which Guarantor is a party or by which Guarantor is bound; and (vi) Guarantor hereby submits to the jurisdiction of the courts (city, state and federal) located in the City, County and State of New York and to service of process as provided by the New York Civil Practice Laws and Rules in connection with any action or proceeding brought on, under, or by virtue of this Guaranty.

As a further inducement to Owner to make and enter into the Lease and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. This Guaranty shall be enforced and construed in accordance with the internal laws of the State of New York (without regard to principles of conflicts of law) and shall be binding upon Guarantor, its heirs, legal representatives, successors and assigns and shall inure to the benefit of Owner, its heirs, legal representatives, successors and assigns.

Dated: New York, New York
As of September 10, 2012

Mila Padua
Name: Mila Padua
SSN No: 022 220487

Mila Padua
Name: Ismael Padua
SSN No: 067 687718

STATE OF NEW YORK)

COUNTY OF *New York*) SS.:

On the 28th day of September 2012, before me personally came Mila Padua, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

ALAN M. ROSENBERG
Notary Public, State of New York
No. 01RO6133539
Qualified in New York County
Commission Expires September 19, 2013

STATE OF NEW YORK)

COUNTY OF *New York*) SS.:

On the 28th day of September 2012, before me personally came Ismael Padua, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

ALAN M. ROSENBERG
Notary Public, State of New York
No. 01RO6133539
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