

STANDARD FORM OF STORE LEASE

The Real Estate Board of New York, Inc.

2801
AGREEMENT OF LEASE, made as of this 10th day of September

in the year 2012, between

336 East 56th Street Realty, LLC

, party of the first part, hereinafter referred to as OWNER, and

Water Dragon New York LLC having an address at 34 Cherry Street, Valley Stream, NY 11581 party of the second part, hereinafter referred to as TENANT;

WITNESSETH: Owner hereby leases to Tenant and Tenant hereby hires from Owner

Street Level Store and Basement in the building known as 336 East 56th Street in the Borough of New York, City of New York, for the term of six (6) years (or until such term shall sooner cease and expire as hereinafter provided) to commence on the date of mutual execution and delivery of the Lease to Tenant's attorney, and to end on the 30th day of September 2018, both dates inclusive, at an annual rental rate of SEE RIDER-ARTICLE 41 which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof.

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. Rent. Tenant shall pay the rent as above and as hereinafter provided.

2. Occupancy. Tenant shall use and occupy demised premises for the operation of a dropoff location for dry cleaning, alterations and laundry and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition. No dry cleaning shall take place on the premises.

3. Alterations. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent **INSERT 3(a)**. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner **INSERT 3(b)**. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such workman's compensation, general liability, personal and property damage insurance as Owner may **INSERT 3(c)** require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within (10) days **INSERT 3(d)**, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be

construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to any such installations and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner at Tenant's expense.

4. Repairs. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance, shall cause the same to be operated in a good and workmanlike manner, shall make all repairs thereto necessary to keep same in good order and condition, **INSERT 4(a)** at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the

covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other Casualty which are dealt with in Article 9 hereof.

5. Window Cleaning. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

6. Requirements of Law, Fire Insurance. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the demised premises, if the demised premises are on the street level, whether or not arising out of Tenant's **INSERT 6(a)** use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building **INSERT 6(b)** the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or structural alterations unless Tenant has by its **INSERT 6(a)** manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by a body making fire insurance rates applicable to said demised premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said demised premises.

7. Subordination. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

8. Tenant's Liability Insurance, Property Loss, Damage, Indemnity. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of, or damage to, any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of

whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession of the demised premises and during the term of this lease. Such insurance shall be in an amount and with carriers **INSERT 8(a)** acceptable to the Owner. **INSERT 8(b)** policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant **INSERT 8(c)**. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

9. Destruction, Fire and Other Casualty. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth.

(b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable.

(c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner (or sooner reoccupied in part by Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided.

(d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within (90) days after such fire or casualty or (30) days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than (60) days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to

such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the demised premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy.

(e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d) and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same.

(f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

10. Eminent Domain. 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 for the value of any unexpired term of said lease. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

11. Assignment, Mortgage, Etc. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate tenant or the majority partnership interest of a partnership tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant

herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

12. Electric Current. Rates and conditions in respect of submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

13. Access to Premises. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the demised premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floors or ceiling, wherever practicable. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the demised premises the usual notice "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly, and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant, therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

14. Vault, Vault Space, Area. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or

occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

15. Occupancy. Tenant will not at any time use or occupy the demised premises in violation of Articles 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them "as is", subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

16. Bankruptcy. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in the lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the demised premises, or any part thereof, be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

17. Default. (1) If Tenant defaults 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; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Title II of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, of which fact Owner

shall be the sole judge; then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required; then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

18. Remedies of Owner and Waiver of Redemption. In case of any such default, re-entry, expiration and/or dispossess by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner, as liquidated damages, for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order, or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever, for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by

Tenant of any of the covenants or provisions hereof, Owner 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. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

19. Fees and Expenses. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice if required, and upon expiration of any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter, and without **INSERT 19(a)** notice perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any **INSERT 19(b)** expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceeding, and prevails in any such action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

20. No Representations by Owner. Neither Owner nor Owner's agent have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

21. End of Term. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom clean", in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

22. Quiet Enjoyment. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of

this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

23. Failure to Give Possession. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under the terms, covenants and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

24. No Waiver. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of the demised premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

25. Waiver of Trial by Jury. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

26. Inability to Perform. 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 Owner is unable to fulfill any of its obligations under this lease or 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 repair, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment, fixtures or other materials if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency, or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the **INSERT 26(a)** judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

27. Bills and Notices. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left **INSERT 27(a)**. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

28. Water Charges. If Tenant requires, uses or consumes water for any purpose (of which fact Tenant constitutes Owner to be the sole judge), Tenant shall install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof, and throughout the duration of Tenant's occupancy Tenant shall keep said meter, and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered **INSERT 28(a)**. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner shall be payable by Tenant as additional rent. Independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

29. Sprinklers. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office, or any bureau, department or official of the federal, state or city government, require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense,

promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature.

30. Elevators, Heat, Cleaning. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction to Owner, and if demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.

31. Security. Tenant has deposited with Owner a sum equivalent to three (3) months rent as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, **INSERT 31(a)**. Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of such security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

32. Captions. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

33. Definitions. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the

lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

34. Adjacent Excavation-Shoring. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

35. Rules and Regulations. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

36. Glass. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner 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 rent.

37. Pornographic Uses Prohibited. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so called rubber goods shops, or as a sex club of any sort, or as a "massage parlor". Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this article as any written or pictorial manner with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law § 235.00.

38. Estoppe Certificate. Tenant, at any time, and from time to time, upon at least ten days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease 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 the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

39. Successors and Assigns. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies, under or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

SEE RIDER CONTAINING ARTICLES 40 - 59
ANNEXED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

WITNESS FOR OWNER:

336 EAST 56TH STREET REALTY, LLC

By

Name: Andrew Dym

Title: Managing Member

WATER DRAGON NEW YORK, LLC

WITNESS FOR TENANT:

By

Mila Padua

Name: Mila Padua

Title:

**RULES AND REGULATIONS ATTACHED TO AND
MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35**

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards.
2. If the premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, etc.
3. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.
4. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations or interfere in any way with other Tenants or those having business therein.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by any Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for each Tenant by Owner at the expense of such Tenant, and shall be of a size, color and style acceptable to Owner.
6. Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
8. Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass, and shall be liable to Owner for all acts of such person.
9. Owner shall have the right to prohibit any advertising by any Tenant which, in Owner's opinion, tends to impair the reputation of Owner or the building's desirability for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
10. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.
11. Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgment to absorb and prevent vibration, noise and annoyance.
12. Refuse and Trash - Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner. Tenant will contract directly with a commercial carting company to have its refuse and garbage removed from the premises.

RIDER ANNEXED TO AND MADE A PART OF LEASE
between
336 EAST 56TH STREET REALTY, LLC
as Landlord
and
Water Dragon New York LLC, as Tenant
The Street Level Store of 336 East 56th Street
New York, NY 10022

40. Definitions.

The following definitions shall have the meanings hereinafter set forth wherever used in this Lease or any Exhibits or Schedules annexed hereto (if any).

(a) Intentionally Omitted.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) "Interest Rate" shall mean a rate per annum equal to the lesser of (i) 2% above the lending rate announced from time to time by Chase Bank (New York) as such bank's prime rate for 90-day unsecured loans, in effect from time to time or (ii) the maximum applicable legal rate, if any.

(f) "Legal Requirements" shall mean laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental public or quasi-public authority, whether now or hereafter in force, which may be applicable to the land or building or the demised premises or any part thereof, or the sidewalks, curbs or areas adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this Lease.

(i) Commencement Date. The Commencement Date is to be the date of the mutual execution and delivery of this Lease to Tenant's attorney, provided the premises are in vacant, broom clean condition.

(j) Rent Commencement Date: 90 days from the Commencement Date.

41. Fixed Rent: Adjustments of Rent.

(a) The fixed annual rent to be paid by Tenant to Landlord during the term of this Lease shall be as follows:

FIXED ANNUAL RENT SCHEDULE

Period	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
Rent Commencement		
to end of Lease Year One	\$74,400.00	\$6,200.00
Lease Year Two	\$78,000.00	\$6,500.00
Lease Year Three	\$80,340.00	\$6,695.00
Lease Year Four	\$82,752.00	\$6,896.00
Lease Year Five	\$85,236.00	\$7,103.00
Lease Year Six	\$87,792.00	\$7,316.00

“Lease Year” shall mean a twelve (12) calendar month period, the first of which Lease Year commences on the Commencement Date; however, if the Commencement date does not fall on the first day of a calendar month then the first Lease Year shall contain the remaining days in said month plus the following eleven (11) full calendar months. Each subsequent Lease Year shall be twelve (12) full calendar months commencing with the first day of the calendar month following the previous Lease Year except that Lease Year Six shall end on September 30, 2018. Notwithstanding anything contained herein, provided tenant is not in default of any of the provisions contained herein, Landlord shall waive first three (3) months of the initial term of the lease. Tenant shall be responsible for all other fees and additional rent, including water and electricity during this period.

(b) For the purposes of this Article 41, the following definitions shall apply:

Intentionally Omitted.

42. Electricity and Heat.

(a) Tenant shall contract directly with the public utility furnishing electric current to the building for the supply, at Tenant's cost, of all electric current to be used in the demised premises for electricity and heat. Tenant, at its expense, shall furnish and install all risers, conductors, meters and other equipment necessary to carry such electric current to the demised premises and to measure Tenant's consumption thereof.

(b) Tenant's use of electric current in the demised premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the demised premises. Tenant shall not make or perform or permit the making or performing of any alteration to wiring installations or other electrical facilities in or serving the demised premises without the prior consent of Landlord in each instance which approval shall not be unreasonably withheld, conditioned or delayed. Should Landlord grant any such consent, all additional risers or other equipment required therefore shall be installed by Landlord at Tenant's cost.

(c) Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electric energy furnished to the demised premises by reason of any requirement, act or omission of the public utility serving the building with electricity or for any other reason not attributable to Landlord.

43. Limitation on Liability.

Tenant shall look only to Landlord's estate and property in the building, or in the event that building is converted to condominium Landlordship to Landlord's estate and property in the condominium unit of which the demised premises form a part, for the satisfaction of Tenant's remedy for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or liability by Landlord hereunder, and no other property or assets of Landlord and no property of any officer, employee, director, shareholder, partner or principal of Landlord shall be subject to levy, attachment, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the demised premises.

44. Insurance

Tenant covenants and agrees to provide on or before the commencement of the term of this Lease and to keep in force during the term hereof for the benefit of Landlord and Tenant a comprehensive general liability insurance policy with contract liability endorsement protecting Landlord, Tenant, Landlord's managing agent and (i) any mortgagee or superior lessor, the names of which shall have been furnished to Tenant in writing, and (ii) any condominium regime, cooperative corporation or association responsible, the names of which shall have been furnished to Tenant in writing for the operation or maintenance or participating in the use of common areas or elements and any other person reasonably designated by Landlord, whose name is furnished by Landlord to Tenant, against any liability whatsoever, occasioned by any occurrence on or about the demised premises or any appurtenances thereto. Such policy is to be written by good and solvent insurance companies reasonably satisfactory to Landlord, and shall be in such limits as Landlord may reasonably require and as of the date of this Lease Landlord reasonably requires limits of liability hereunder of not less than the amount of Two Million (\$2,000,000) Dollars per occurrence for bodily or personal injury (including death) and in the amount of One million (\$1,000,000) Dollars in respect of property damage. Prior to the time such insurance is first required to be carried by Tenant and thereafter, at least twenty (20) days prior to the effective date of such policy, Tenant agrees to deliver to Landlord either a duplicate original of the aforesaid policy or a certificate evidencing such insurance. Said certificate shall contain an endorsement that such insurance may not be canceled except upon thirty (30) days' notice to Landlord. If Tenant's fails to provide and keep current the aforementioned insurance, Landlord shall be permitted to obtain insurance for Tenant at Tenant's sole cost and expense and may charge Tenant an additional ten (10%) percent administrative fee. Landlord shall have the right at any time and from time to time during the term of the Lease on no less than fifteen (15) days' notice to Tenant to require that Tenant increase the amounts and/or types of coverage reasonably required to be maintained under this Article 44 to the amounts and/or types of coverage as are or shall be customarily insured against in commercial establishments similar in construction, use and occupancy to the commercial establishment to be operated in the demised premises. Any of the insurance coverage provided for in this Article 44 may be incorporated in a blanket policy covering the demised premises and other locations, provided that the limits of coverage with respect to the demised premises shall not be less than the limits set forth in this Article 44. Landlord will furnish names and addresses of all parties to be named as additional insured under Tenant policy. Said coverage may be added by an excess policy.

45. Brokerage.

Tenant covenant, represent and warrant that neither has had dealings or communication with any broker except Aventana Real Estate (the "Broker") in connection with the consummation of this Lease, and each covenants and agrees to pay, hold harmless and indemnify the Landlord from and against any and all costs, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent other than the Broker with respect to this Lease or the negotiation thereof. Landlord covenants to pay, hold harmless and indemnify Tenant from and against any and all costs, expense or liability for any compensation and charges claimed by the above Broker, and agrees that it will pay any and all commissions due the Broker pursuant to a separate agreement.

46. Late Payment Charge.

If Tenant shall fail to make any payment of any rent, additional rent or fees, within 5 days after its due date, Tenant shall pay the Landlord additional rent equal to ten percent (10%) of the amount that is overdue, which additional rent shall increase by an additional two percent (2%) per month, if any rent additional rent or fees remain unpaid for more than one month. The late charge is in addition to any other remedy for non-payment of rent, additional rent or fees available to Landlord pursuant to this Lease or applicable law.

47. Tenant further covenants and agrees that it will:

(i) at Tenant's expense, clean the interior and exterior of the windows and doors (including, in each case, the frames thereof) in the demised premises and in the perimeter walls thereof whenever in the reasonable judgment of Tenant is necessary, and Tenant will not require, permit, suffer or allow any such window or door to be cleaned in violation of the Labor Law of the State of New York or of any other law or ordinance or of any rule, order or regulation of any governmental authority having jurisdiction there over; at Tenant's expense, clean and polish the inside and outside of the demised premises whenever in the reasonable judgment of Tenant necessary;

(ii) at Tenant's expense keep the demised premises clean, and in a sanitary condition, keep all plumbing and sanitary fixtures serving the demised premises in a good state of repair and operating condition to the points they connect with the main vertical risers and stacks of the building, bag and remove all rubbish and other debris from the demised premises daily between the hours of 6:00 p.m. and 8:00 a.m. through areas designated by Landlord to the building's designated disposal area under conditions approved by Landlord. Tenant shall contract with private carter to have waste removed from premises at Tenant's sole cost and expense.

(iii) as soon as practicable and in any event within twenty-four hours after any glass (including mirrors) in the demised premises and the perimeter and demising walls thereof is broken or cracked, including a so-called "bulls eye" break in the glass, at its sole expense, replace such glass with glass of the same kind and quality and as may be necessary or desirable in connection with such replacement, repair or replace the frames for such glass, and in the event Tenant shall fail to so replace such glass and if necessary repair or replace such frames as aforesaid in a manner reasonably satisfactory to Landlord, then Landlord may replace the glass, if necessary, and repair or replace such frames on Tenant's behalf and Tenant shall, within ten (10) days after Landlord's demand therefore, pay to Landlord as additional rent the reasonable and actual costs

incurred by Landlord in so doing. Throughout the term of this Lease, Tenant shall keep all glass in the demised premises and in the perimeter and demising walls thereof, the frames for such glass, and any lettering and ornamentation on such glass insured against damage (including temporary repairs) for the benefit of Landlord, Landlord's managing agent and any mortgagee or superior lessor whose name is furnished to Tenant by Landlord, either, at Landlord's option, by Tenant paying to Landlord a proportionate share of the premium incurred by Landlord for a blanket comprehensive glass policy for the building or by Tenant, at Tenant's expense, furnishing Landlord with a separate policy or policies for such glass insurance, in such form and placed with such underwriters as may be reasonably approved by Landlord;

(iv) display no lettering sign, advertisement, notice or object and permit no such display on the windows or doors or on the outside of the perimeter walls of the demised premises except with the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed.

(v) intentionally deleted.

(vi) not use, play or operate or permit to be used, played or operated any sound making or sound reproducing device in the demised premises except in such manner and under such conditions so that no sound shall be heard outside of the demised premises, and Tenant covenants and agrees that Tenant, at Tenant's expense, will observe, comply with and adopt such means and precaution as Landlord may from time to time reasonably request in such connection.

48. Tenant Responsibility for Air Conditioning.

Tenant shall, at its sole expense, install, maintain and repair all airconditioning for the demised premises.

49. Tenants Responsibility for Bathrooms.

Tenant shall be responsible to clean and maintain any bathrooms located in the premises, if any.

50. "As Is" Condition".

Except as provided herein, Landlord makes no warranties or representations as to the condition of the premises and has not agreed and shall not be obligated to make any repairs, replacements or improvements in and to the demised premises except as specifically provided elsewhere in this lease. Tenant has thoroughly investigated and inspected the premises, notes the condition thereof and accepts the same in their present condition and state of repairs "AS IS" at the time of execution of this lease.

51. Other Rules and Regulations.

Landlord reserves the right to make such other reasonable rules and regulations as it may, from time to time, deem advisable, and Tenant agrees to observe and conform to all such rules and regulations. All such rules shall be applied in an uniform and non-discriminatory manner.

52. Notices.

All notices to be given pursuant to the provisions of this lease shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the Landlord and the Tenant at the addresses herein provided, or at such other address to which mail shall be directed by either party pursuant to appropriate notice which shall be sent in the aforesaid manner. Copies of default notices only to Tenant shall also be sent to Tenant's attorney, Lefkowitz & Edelstein, 444 Madison Avenue, Suite 1805, New York, New York 10022, Att: Mr. Alan Rosenberg.

53. Holdover.

In the event that the Tenant shall not vacate the premises at the termination date of this Lease, in the absence of a written agreement between the Landlord and the Tenant permitting the Tenant to remain in possession of the leased premises after the termination date of this Lease, and if the Landlord shall accept and deposit rent from the Tenant shall be deemed to be a month-to-month Tenant occupying the premises under the same terms and conditions as contained in this Lease, except that the amount of rent to be paid during such monthly tenancy shall be at the rate of one and one half times (1 ½) the rent payable by Tenant during the last month of the Lease term and any options given to the Tenant hereunder shall not be projected into the said month-to-month tenancy. In the event that, after the expiration of this Lease or after the expiration any month-to-month tenancy created hereunder or by operation of law, the Tenant does not vacate the premises, the Tenant shall pay the Landlord all costs, including reasonable attorney fee, proceedings commenced by the Landlord against the Tenant. In the event the Tenant shall remain in the demised premises after the termination of this Lease and the Tenant shall not become a month-to-month Tenant, during such period of holding-over, shall have all of the obligations of the Tenant herein contained as set forth in this Lease except with respect to rent to be paid and the term.

54. Bounced Checks.

In the event Tenant, during the term of this Lease, bounces two checks payable to the Landlord for any reason, then all future checks payable to Landlord shall be made by certified check or bank check. Failure to provide same shall be a material default under this lease.

55. Setoff.

It is the essence of this Lease that rent and additional rent shall be paid during the term of this Lease as and when therein provided for, and the Tenant does hereby covenant and agree that in the event that the Landlord commences any summary proceeding, for non-payment of rent or additional rent, the Tenant shall not interpose any counter claim, set off, or defense to summary proceedings, except mandatory counterclaims, other than that the amount of said rent or additional rent is incorrect, or at the time is not past due, and the Tenant does further covenant that in the event that a summary proceeding shall be commenced against the Tenant other than for rent or additional rent, that the Tenant will not interpose any counter claim to such summary proceedings except mandatory counterclaims. The Tenant does hereby waive any right to interpose any such counter claim, off set or defense. Nothing herein shall prohibit the Tenant from bringing any independent action against the Landlord with respect to any claim against the Landlord, but the Tenant does hereby covenant that such independent action shall not be consolidated with any summary proceeding, and the Tenant does hereby waive any right to consolidate any claim by the Tenant with

any summary proceedings brought by the Landlord.

56. Security Deposit.

Supplementing paragraph 34 of the Lease, Tenant's security deposit shall be equivalent to three (3) months rent. Tenant shall increase the security deposit as the rent for the premises increases.

57. Intentionally Omitted.

58. Intentionally Omitted.

59. Landlord shall have access to the basement through the demised premises for the purpose of reading the electrical and gas heaters for the premises..

60. Tenant shall be prohibited from using the backyard of the premises. Any such use shall be deemed a material breach of the lease.

61. Tenant Work. Tenant at its sole cost and expense shall (i) renovate the basement of the premises, which includes plumbing and electrical, floors, walls and ceiling during the term of the lease. Prior to commencement of tenant work, tenant shall submit a plan of work to be performed and landlord shall review said plans. No work shall commence until landlord gives approval; (ii) install a separate water meter for the demised premises and (iii) pay at its sole cost and expenses any water charges for the demised premises.

62. Tenant shall be responsible to make sure the corridor on the street level remains unobstructed at all times. Tenant shall not be permitted to remove the structural wall between the corridor and the premises that the tenant is leasing.

63. Tenant shall have the right to use the existing bathroom for its intended use, until such time as the renovation is complete and the tenant has installed its own water meter.

LANDLORD:
336 East 56th Street Realty, LLC

Andrew Dyn
By: Andrew Dyn

TENANT:
Water Dragon New York LLC

M. Adler
By:

GUARANTY

FOR VALUE RECEIVED, and as an inducement for the granting, execution and delivery of that certain lease, dated as of September 28, 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: 622 22 0687

Ismael Padua
Name: Ismael Padua
SSN No: 067 68 7748

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.

John H. L.
Notary Public

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.

John H. L.
Notary Public

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