

FIVE (5) DAY NOTICE OF TERMINATION
UNDER LEASE DATED SEPTEMBER 28, 2012

TO: Water Dragon New York, LLC (“Tenant”)
34 Cherry Street
Valley Stream, NY 11581

PREMISES: **336 East 56th Street**
 Street Level Store, and Basement
 New York, NY 10022

Re: Lease dated September 28, 2012, between 336 East 56th Realty LLC as Owner, and Water Dragon New York, LLC as Tenant, herein referred to as the “Lease”.

TO THE TENANT NAMED ABOVE AND ALL PERSONS IN, AND/OR CLAIMING, POSSESSION OF THE PREMISES:

PLEASE TAKE NOTICE, that pursuant to Paragraph 17 of your lease dated September 28, 2012 you are hereby given notice that your tenancy at the above referenced premises is hereby terminated effective January ____, 2014, upon the grounds that you have failed to comply with the notice of default dated December 26, 2013, previously sent to you, a copy of which is annexed hereto and made a part hereof.

Under paragraph 17 of the Lease, as of January ____, 2014 the Lease “and the term thereunder shall end and expire as fully and completely as if the expiration date” of January 24, 2014 was “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.”

PLEASE TAKE FURTHER NOTICE, that you are hereby required to quit, vacate and surrender possession of the premises to your landlord, on or before January ____, 2014, that being at least five (5) days after the service of this notice upon you and, that on your failure to vacate or surrender possession thereof, the landlord will commence an action or proceeding in a court of competent jurisdiction to recover possession of the premises.

Pursuant to paragraph 27 of your lease and Rider Paragraph 52, this notice is sent to you by registered or certified mail. The time of the rendition of this notice is deemed to be the time when it is mailed to you.

This notice is without prejudice to any other claims of the Landlord, including claims for legal fees, expense, and damages.

Dated: New York, New York
 January 21, 2014

Claude Simon

CHARLES HENRY PROPERTIES, LLC,
Landlord
By: Claude Simon

* All inquiries and correspondence regarding this notice are to be addressed in writing to:

Vernon & Ginsburg LLP
261 Madison Avenue,
New York, NY 10016.
Tel: (212) 949-7300
Fax: 212-697-4432
Email: dvernon@vgllp.com.