

**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 56<sup>th</sup> Street**  
                                 **Street Level Store, and Basement**  
                                 **New York, NY 10022**

**Re: Lease dated September 28, 2012, between 336 East 56<sup>th</sup> 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

---

**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](mailto:dvernon@vgllp.com).