

TENANT ESTOPPEL CERTIFICATE

THIS TENANT ESTOPPEL CERTIFICATE (this "Certificate") is made this 8th day of November, 2013 by Water Dragon New York, LLC. ("**Tenant**") to and for the benefit of 336 East 56th Street Realty, LLC ("**Landlord**").

STATEMENT OF FACTS:

The Tenant is the tenant under that certain lease dated as of September 28, 2012, (the "**Lease**"), and amended on October 31, 2013 covering certain premises designated as Street Level Store and Basement located at 336 East 56th Street, New York, New York (the "**Building**"), as more particularly defined and described in the Lease (the "**Leased Premises**").

NOW, THEREFORE, Tenant hereby certifies as follows:

1. The Lease has not been amended, modified or supplemented (except as stated above), is in full force and effect and represents the entire agreement between Landlord and Tenant as to Tenant's interest in the Building and the Leased Premises.
2. The Lease has been guaranteed by Ismael Padua and Mila Padua (the "**Guarantor**") and such guaranty is in full force and effect.
3. The current fixed annual rent currently payable under the Lease (excluding electricity charges) is \$78,000.00 per annum (\$6,500.00 per month).
4. Fixed annual rent payable under the Lease has been paid through November 30, 2013. Tenant is current in the payment of additional rent due and payable under the Lease. No such rents, additional rents, or other similar sums or charges have been paid for more than one (1) month in advance of the due date thereof.
5. The commencement date for the Lease occurred on September 28, 2012, and the scheduled expiration date for the Lease is September 30, 2018.
6. The security deposit currently being held by Landlord under the Lease, whether in the form of cash or otherwise, is \$18,600.00.
7. To the best of Tenant's knowledge, Landlord is not in default of any material obligations under the Lease, and Tenant has no offsets, defenses, claims, or counterclaims to the payment of rent or other sums, or the performance of any of Tenant's other obligations, under the Lease.
8. Any base building and tenant improvement work to be performed by Landlord under the Lease has been substantially completed in accordance with the Lease, and all payments due to Tenant under the Lease as a landlord contribution towards Tenant's work have been paid in full.

9. Tenant has no right to purchase the Building or any part thereof or any interest therein by right of refusal, rights of first offer or option or other similar right to purchase. Tenant has no right to lease other space in the Building except as set forth in the Lease.

10. No actions, whether voluntary or otherwise, are pending against Tenant or Guarantor under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant and/or Guarantor which if decided against Tenant and/or Guarantor would materially and adversely affect Tenant's or Guarantor's financial condition or ability to perform Tenant's and/or Guarantor's obligations under, or in respect of, the Lease.

11. Tenant has no options to renew or extend the term of the Lease except as set forth in the Lease.

12. This certificate has been duly authorized, executed and delivered by Tenant.

Tenant acknowledges and agrees that this certificate may be relied upon by, and shall inure to the benefit of, Landlord, any purchaser of the Building or Landlord's interest therein, any lenders to the owners of the Building and to any of the owners' constituent entities, including Astoria Federal Savings Bank, as administrative agent for lenders and the successors and/or assigns of any of the foregoing.

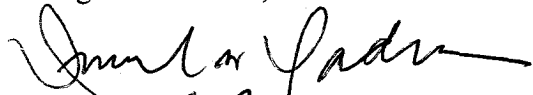
IN WITNESS WHEREOF, Tenant has executed this Certificate as of the date above first written.

Water Dragon New York, LLC

By:

Name:

Title:


Ismael Rodriguez
member