

STANDARD FORM OF STORE LEASE

The Real Estate Board of New York, Inc.

2/94-A

Agreement of Lease, made as of this day of June 19 98 , between
CORTLANDT REALTY CO., as Agent for SABRA ASSOCIATES, with offices at 140 Fulton Street,
New York, NY 10038

party of the first part, hereinafter referred to as OWNER or LANDLORD, and
SUSUMU YONAGUNI, CHEONG JAMIE BYUN OH, DONG HAN KIM, and HYANG HWA LIM KIM,
having offices c/o Scott Rubman, Esq., 2 Main Street, Roslyn, NY 11576

party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner the South Store and
portion of basement thereunder (hereinafter sometimes referred to as "Premises", "Demised
Premises", "premises", or "demised premises") as reflected on Schedule 1 annexed hereto and forming a
part hereof
in the building known as 253 Church Street (hereinafter sometimes referred to as "building" or "Building")
in the Borough of Manhattan , City of New York, for the term of eleven (11) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
15th day of June nineteen hundred and ninety-eight * , and to end on the
31st day of May two thousand and nine
both dates inclusive, at an annual rental rate of \$ as set forth on Exhibit A annexed hereto and forming a
part hereof, base

*(the "Commencement Date")

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(s) on the execution hereof (unless this lease be a renewal).

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:

Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy demised premises for: (1) a first-class restaurant featuring contemporary
~~Asian cuisine with a French flair,~~ and (2) basement space to be utilized for storage purposes only,

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.

Alterations: 3. Tenant shall make no changes in or to the demised
premises of any nature without Owner's prior writ-
ten consent. Subject to the prior written consent of Owner, and to the
provisions of this article, Tenant, at Tenant's expense, may make alter-
ations, 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. 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 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 30
days thereafter, at Tenant's expense, by payment or filing the bond required
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 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 any such from the premises
or upon removal of other installation as may be required by Owner, Tenant
shall immediately and at its expense, repair and restore the premises to the
condition existing prior to installation 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
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 premises by Owner at Tenant's expense.

Repairs: 4. 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
and shall cause the same to be operated in a good and workmanlike manner
and shall make all repairs thereto necessary to keep same in good order and
condition, 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.

**Window
Cleaning:** 5. 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.

**Requirements
of Law, Fire
Insurance:** 6. 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 ex-
pense, 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
premises, if the premises are on the street level, whether or not arising out
of Tenant's 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
(including the use permitted under the lease). Except as provided in Article
29 hereof, nothing herein shall require Tenant to make structural repairs or
alterations unless Tenant has by its 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 demised premises issued by a body making fire insurance rates applicable to said 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 premises.

Sub-ordination:

7. 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 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.

Tenant's Liability Insurance Property Loss, Damage, Indemnity:

8. 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 other wise, 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 and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such 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. 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.

Destruction, Fire, and Other Casualty:

9. (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 thereof 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 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 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.

Eminent Domain:

10. 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.

Assignment, Mortgage, Etc.:

11. Except as set forth herein, 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, under-tenant 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.

Electric Current:

12. Rates and conditions in respect to 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.

Access to Premises:

13. 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 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.

Vault, Vault Space, Area:

14. 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.

Occupancy: 15. 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 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 premises and Tenant agrees to accept the same subject to violations whether or not of record.

Bankruptcy: 16. (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 this 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 such 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.

Default: 17. (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 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within thirty (30) days after the commencement of the term of this lease, ~~at which time 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 hereof 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 ~~without by force or otherwise~~, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the 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.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or other wise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration. (b) Owner may re-let the 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 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 re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, 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 or 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.

Fees and Expenses: 19. 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 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 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.

No Representations by Owner: 20. 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 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.

End of Term: 21. 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.

Quiet Enjoyment: 22. 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.

Failure to Give Possession: 23. 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 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 all the terms, covenants, conditions 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.

No Waiver:

24. 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 said 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 said 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 premises.

Waiver of Trial by Jury:

25. 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 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.

Inability to Perform:

26. 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 government 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 judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices:

27. 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 at the premises as herein provided~~. 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. (See attached sheet)

Water Charges:

28. If Tenant requires, uses or consumes water for any purpose ~~in addition to ordinary laundry purposes~~ (of which fact Tenant constitutes Owner to be the sole judge) Owner may 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. 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. If the building or the demised premises or any part thereof be supplied with water through a meter through which water is also supplied to other premises Tenant shall pay to Owner as additional rent, ~~100 % of~~ ^{100 % of} the total meter charges, as Tenant's portion. 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. (See attached sheet)

Sprinklers:

29. 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. Tenant shall pay to Owner as additional rent ~~the sum of \$4.00 per month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.~~ ^{100% on the first day of each month}

Elevators, Heat, Cleaning:

30. 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, Owner shall, if and insofar as existing facilities permit furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall at Tenant's expense, keep 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 pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. 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.

Security:

31. Tenant has deposited with Owner the sum of \$12,800.00 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, 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 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 said 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. *within thirty (30) days

Captions:

32. 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.

Definitions:

33. 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 has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-entry" 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.

Adjacent Excavation-Shoring:

34. 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 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.

Rules and Regulations:

35. 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

27. (continued...)

Landlord shall endeavor to provide Tenant's attorney, Scott Rubman, Esq., 2 Main Street, Roslyn, New York 11576, with a courtesy copy of any notices of default.

28. (continued...)

Tenant acknowledges that a submeter is presently installed within the Building, measuring Tenant's consumption of water at the Demised Premises. During the entire term of this lease, Tenant will ensure that its water and sewer usage at the Demised Premises is measured solely through the submeter. Tenant agrees to pay for 100% of all charges billed to said submeter. Landlord shall have the right to estimate such water and sewer charges, and Tenant shall pay to Landlord, upon demand, a monthly sum which Landlord estimates will be sufficient to pay for the water and sewer charges payable by Tenant under this lease, and upon Landlord's receipt of the actual water and sewer charges, an adjustment shall be made by Landlord based on the payments Tenant has theretofore paid on account of such bill. Tenant shall initially pay to Landlord, on account of such water charges, commencing from the Commencement Date of this lease, the sum of \$150.00 per month, until adjusted as set forth in this paragraph.

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.

Glass: 36. 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.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the 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 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 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.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 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.

Successors and Assigns: 39. 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 ANNEXED HERETO AND FORMING 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:

Witness for Tenant:

CORTLANDT REALTY CO., as Agent for
SABRA ASSOCIATES

By:

SUSUMU YONAGUNI

CHEONG JAMIE BYUN OH

DONG HAN KIM

HYANG HMA LIM KIM

ACKNOWLEDGEMENTS

CORPORATE OWNER
STATE OF NEW YORK, ss.:
County of

On this day of , 19 ,
before me personally came
to me known, who being by me duly sworn, did depose and say that
he resides in
that he is the of
the corporation described in and which executed the foregoing
instrument, as OWNER; that he knows the seal of said corporation;
the seal affixed to said instrument is such corporate seal; that it was
so affixed by order of the Board of Directors of said corporation,
and that he signed his name thereto by like order.

INDIVIDUAL OWNER
STATE OF NEW YORK, ss.:
County of

On this day of , 19 ,
before me personally came
to be known and known to me to be the individual
described in and who, as OWNER, executed the foregoing instru-
ment and acknowledged to me that he
executed the same.

CORPORATE TENANT
STATE OF NEW YORK, ss.:
County of

On this day of , 19 ,
before me personally came
to me known, who being by me duly sworn, did depose and say that
he resides in
that he is the of
the corporation described in and which executed the foregoing
instrument, as TENANT; that he knows the seal of said corporation;
the seal affixed to said instrument is such corporate seal; that it was
so affixed by order of the Board of Directors of said corporation,
and that he signed his name thereto by like order.

INDIVIDUAL TENANT
STATE OF NEW YORK, ss.:
County of

On this day of , 19 ,
before me personally came
to be known and known to me to be the individual
described in and who, as TENANT, executed the foregoing
instrument and acknowledged to me that he
executed the same.

GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached Lease, including the "Rules and Regulation" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement shall not be ended, or changed by reason of the claims to Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached Lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the Lease. As a further inducement to Owner to make the Lease Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other on any matters concerning the Lease or of this guaranty that Owner and the undersigned shall and do waive trial by jury.

Dated: 19

Guarantor

Witness

Guarantor's Residence

Business Address

Firm Name

STATE OF NEW YORK) ss.:

COUNTY OF)

On this day of 19 before me personally came to me known and known to me to be the individual described in, and who executed the foregoing Guaranty and acknowledged to me that he executed the same.

Notary

IMPORTANT - PLEASE READ

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 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 or Tenants violating this rule. 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. No Tenant shall 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 its desirability as a building 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 setting sufficient in Owner's judgement 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.

Address

Premises

TO

STANDARD FORM OF

Store Lease

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Dated

19

Rent Per Year

Rent Per Month

Term From To

Drawn by

Checked by

Entered by

Approved by

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RIDER TO LEASE

LANDLORD: CORTLANDT REALTY CO., AS AGENT FOR
SABRA ASSOCIATES

TENANT: SUSUMU YONAGUNI, CHEONG JAMIE BYUN OH,
DONG HAN KIM, AND HYANG HWA LIM KIM

PREMISES: SOUTH STORE AND PORTION OF BASEMENT THEREUNDER
IN BUILDING LOCATED AT 253 CHURCH STREET, NEW YORK,
NEW YORK.

41. TAXES. In addition to the basic annual rent hereinbefore reserved, Tenant covenants and agrees to pay to Landlord as additional rent, sums computed in accordance with the following provisions:

(A) The term "Taxes" shall mean the aggregate of the real estate taxes, general and special assessments, rates and charges and all costs and charges for installing, repairing, or replacing water meters, and other governmental charges and levies, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (including without limitation, assessments for public improvements or benefits and interest on unpaid installments thereof), which may be levied, assessed or imposed or become liens upon or arise out of the use, occupancy or possession of the Building of which the Demised Premises are a part, from time to time, and on the land on which the Building is located. The term Taxes shall also include any increase resulting from any additions, improvements or alterations whether or not they benefit the Demised Premises. The term Taxes shall not, however, include inheritance, estate, succession, transfer, gift, franchise or profit tax imposed upon Landlord provided, however, that if any time during the term of this lease the methods of taxation prevailing at the commencement of the term of this lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxes now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on the rents received from the Building; (ii) a license fee measured by the rents received by the Landlord from the Building; or (iii) a tax or license imposed by the Landlord which is otherwise measured by or based in whole or in part upon the Building or any portion thereof, then such tax or the fee shall be included in the computation of Taxes, computed as if the amount of such tax or fee so payable for that part due if the Building were the only property of Landlord subject thereto.

(B) The term "Tax Year" shall mean each period of twelve (12) consecutive months commencing July 1, of any calendar year, or such other period as may hereafter be duly adopted as the fiscal year for real estate tax purposes of the City of New York.

(C) "Tenant's Proportionate Share" shall be deemed to be twenty-five (25%) percent.

(D) "Basic Tax" shall mean the real estate taxes imposed on the Building containing the Demised Premises and on the land on which the Building is located for the year July 1, 1998, to June 30, 1999. If the Basic Tax shall subsequently be adjusted, corrected or reduced, whether as the result of protest, by means of agreement or as the result of legal proceedings, the Basic Tax for the purpose of computing any additional rent payable pursuant to this Article shall be the Basic Tax as so adjusted, corrected or reduced. Until the Basic Tax is so adjusted, corrected or reduced, if ever, Tenant shall pay additional rent hereunder based upon unadjusted, uncorrected or unreduced Basic Tax and upon such adjustment, correction or reduction occurring, any additional rent paid by Tenant prior to the date of such occurrence shall be recomputed and Tenant shall pay to Landlord any additional rent found due by such recomputation within ten (10) days after being billed thereof (which bill shall set forth in reasonable detail the pertinent data causing and comprising such recomputation).

(E) If the Taxes for any Tax Year shall be greater than the Basic Tax, then Tenant shall pay to Landlord as additional rent an amount equal to Tenant's Proportionate Share of the increase over the Basic Tax. If the Commencement Date of this lease shall occur during any Tax Year, or if the term of this lease shall expire or be terminated during any Tax Year, such amount shall be pro-rated. Landlord shall bill Tenant for any additional rent payable by Tenant pursuant to this Article, such bill to set forth in reasonable detail the computation of additional rent hereunder which shall be payable by the Tenant to the Landlord in installments in the same manner that such Taxes are payable by the Landlord pursuant to law, commencing on July 1, 1999. Said installments shall be paid by Tenant no later than thirty (30) days prior to the due date for the payment of said installments by Landlord.

(F) If the Taxes for any Tax Year subsequent to the Basic Tax Tax Year for which Tenant shall have paid additional rent pursuant to this Article shall be adjusted, corrected or reduced whether as the result of protest of any tentative assessment, or by means of agreement, or as the result of legal proceedings, the additional rent becoming due in said Tax Year pursuant to this Article shall be determined on the basis of said corrected, adjusted or reduced Taxes. If Tenant shall have paid any additional rent pursuant to this Article for such Tax Year prior to any said adjustment, Landlord shall credit or refund to Tenant any excess amount thus paid as reflected by said adjusted Taxes, less Tenant's pro rata share of any cost, expense or fees (including experts' and attorneys' fees) incurred by Landlord in obtaining said tax adjustment. Any payments, credits or refunds due hereunder for any period of less than a full Tax Year at the commencement or end of the term of this lease, or because of any change in the area of the Demised Premises shall be equitably pro-rated to reflect such event. Notwithstanding anything herein to the contrary, if the Taxes for any Tax Year subsequent to the Basic Tax Tax Year is less than the Taxes for the Basic Tax Tax Year, the Tenant shall not be entitled to any reduction in base rent or additional rent in excess of the additional rent paid pursuant to the provisions of this Article for such Tax Year.

(G) If the fiscal tax year or the method of tax payment shall hereafter be changed, appropriate adjustment of the foregoing provisions shall be made accordingly to reflect any such changes.

(H) Tenant shall pay to Landlord any occupancy tax, rent tax and any other tax of similar nature or intent now in effect or hereafter enacted, if the taxing authority shall enact law making same payable by Landlord in the first instance. Such tax shall be paid to Landlord as additional rent upon demand.

42. OBLIGATIONS OF TENANT.

(A) The parties acknowledge that this lease is intended to be, and shall be construed as, an absolutely net net lease, whereby under all circumstances and conditions and except as otherwise set forth herein to the contrary (whether now or hereafter existing or within the contemplation of the parties) the base annual rent shall be a completely net return to Landlord throughout the term of this lease; and Tenant shall indemnify and hold harmless Landlord from and against any and all reasonable expenses, costs, liabilities, obligations and charges whatsoever, which shall arise or be incurred or shall become due, during the term of this lease, directly with respect to or in connection with, the demised premises and its operation, management, maintenance and repair.

(B) Tenant acknowledges that it has inspected and examined the Demised Premises and the Building and is thoroughly familiar and satisfied with the condition and value thereof, that no representations or warranties have been made to Tenant by Landlord and that Landlord is unwilling to make any representations and has held out no inducements to Tenant. Tenant has inspected the Demised Premises and the Building or caused an inspection thereof to be made on its behalf. Tenant is thoroughly acquainted with the condition of the Demised Premises and the Building on the commencement of this lease including without limitation the foundations, structural beams and supports, retaining walls, building walls, roof, cornices, ornamental projections, windows, elevators, fire escapes, heating equipment, air-conditioning equipment, pipes, conduits, electrical equipment and wiring and other equipment used in the operation and maintenance of the Building or appurtenant thereto and the subsurface conditions beneath the Building. Tenant further acknowledges that it has accepted the Demised Premises

in their "as-is" condition as of the date of commencement of this lease. Tenant warrants and represents that it has fully and completely investigated all aspects of the Demised Premises and the Building and fully satisfied itself as to the suitability of the conditions of the Demised Premises and the Building.

(C) Tenant agrees to maintain the Demised Premises in a clean and orderly fashion that is consistent with the use and appearance of the Building. In the event that Tenant does not conform to this provision, Landlord reserves the right, upon written notice, and at Tenant's sole cost and expense, to reenter the Demised Premises at reasonable times for the specific purpose of rectifying the condition and restoring the Demised Premises to the condition, use and appearance intended by the parties at the time of the execution of this lease.

(D) Tenant assumes, from and after the Commencement Date, the sole responsibility for the condition, operation, maintenance, repair and management of the Demised Premises. Tenant shall also maintain all plumbing, sewer, electric and HVAC servicing for the Demised Premises. Tenant shall maintain the Demised Premises in good repair and condition, suffering no waste or injury thereto and shall, at its sole expense, make all necessary repairs to the Demised Premises, of every nature and kind, foreseen and unforeseen, both interior and exterior, except for structural repairs which shall be the responsibility of Landlord hereunder. However, Tenant shall also make any repairs, structural and non-structural, interior or exterior, to the Demised Premises and the Building made necessary by reason of any alterations made by Tenant or by the acts or omissions of Tenant, its employees, agents, licensees, invitees, or agents.

43. INDEMNIFICATION. Except if caused by the negligence of Landlord (in which event Landlord shall indemnify Tenant for any damages actually and directly sustained by Tenant, but in no event shall Landlord be responsible for consequential damages), Tenant shall indemnify Landlord and save it harmless from and against any and all claims, demands, actions and judgments for or resulting from personal injuries, loss of life and/or damage to property sustained by any person, firm or corporation in or about the Demised Premises or the sidewalks or curbs adjacent thereto during the term of this lease, and shall reimburse Landlord for all costs and expenses (including but not limited to reasonable counsel fees) incurred by Landlord in connection therewith. The maintenance or existence of any insurance policy shall not be deemed to relieve Tenant of any obligations under this Article. Any consent granted herein or hereafter by Landlord shall similarly not be deemed to relieve Tenant of any obligations under this Article.

44. INSURANCE.

(A) Tenant shall obtain and provide, on or before the earlier of the commencement of the Term or Tenant's entering the Demised Premises for any purposes, and keep in force at all times thereafter, the following insurance coverage with respect to the Premises:

(1) Comprehensive general liability and broad form property damage insurance, written on an occurrence basis, including machinery and contractual liability insurance, protecting and indemnifying Landlord, Tenant and others having an insurable interest against any and all claims (including all costs and expenses of defending against same) for personal injury, disease or death and for damage or injury to or destruction of property (including loss of use) occurring on, in or about the Demised Premises, sidewalks, gutters, signs, curbs, vaults or vault spaces appurtenant to the Demised Premises, which insurance shall have a combined single limit of not less than Two Million (\$2,000,000.00) Dollars. The insurance carried pursuant to this paragraph (1) shall include coverage for contractual liability, independent contractors' liability and completed operations liability with a personal injury endorsement covering claims arising out of arrest, false imprisonment, libel, slander, wrongful eviction and invasion of privacy.

(2) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, and All Risk Perils, insurance in an amount adequate to cover the replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments, and all contents therein.

(3) Business Interruption Insurance in such amounts as Landlord may reasonably request, but in no event greater than an amount equal to one (1) year's base annual rent and additional rent.

(4) Workmen's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finished work performed by Tenant or any repair or alteration authorized by this lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by the law of the State where the Demised Premises are located.

(B) Before undertaking any alterations, additions, improvements or construction, Tenant shall obtain at its expense or require the contractor performing such alterations, additions, improvements or construction to obtain a public liability insurance policy insuring Tenant and Landlord, as additional insured, and any designee of Landlord having an insurable interest in the Demised Premises as an additional insured, against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in this Article.

(C) Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Demised Premises, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas, sewer or steam pipes.

(D) Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of insurance on the Demised Premises above the current rate on said Demised Premises and Building; and Tenant further agrees that, in the event that Tenant shall do any of the foregoing, Tenant will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder. Tenant shall have the right, however, to contest the findings of the insurance carrier establishing such rate, provided such contest does not jeopardize Landlord's interest in the Building in any manner.

(E) All insurance provided for in this Section shall be (i) effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the state in which the Demised Premises are located; (ii) issued by insurers that at all times during the term of this lease are rated "A/X" or better by Best's Insurance Reports, or if Best's Insurance Reports shall cease to be published, an equivalent rating with such other publication of a similar nature as shall be in current use and which shall be acceptable to Landlord; (iii) issued by insurers which shall have been approved in writing by Landlord and any mortgagees and ground lessors; and (iv) in such forms as may from time to time be satisfactory to Landlord. Any policies of insurance of the character described in this Section shall expressly provide that any losses thereunder shall be adjusted with and approved by, and all proceeds paid to, Landlord and any ground lessors and mortgagees. All such insurance, including any binders obtained by Tenant, except the Workers' Compensation Insurance, shall name Landlord and all master and ground lessors and mortgagees and such other parties as Landlord shall designate as additional insureds. Each policy evidencing the insurance to be carried by Tenant under this lease shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and without the right of contribution from Landlord's insurance policies, and that any coverage carried by Landlord shall be excess insurance. Tenant's insurance policies shall not contain deductibles in excess of \$5,000.00.

(F) Tenant agrees that it will, at its sole cost and expense, include in its insurance policies appropriate clauses pursuant to which the insurance companies (i) waive all right of subrogation against Landlord and all master and ground lessors and mortgagees, with respect to losses payable under such policies, and (ii) agree that such policies shall not be in-

validated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies. To the maximum extent possible according to law, Tenant hereby waives any and all right of recovery which Tenant or anyone claiming by, through or under Tenant may have against Landlord, its servants, agents, and employees, and against every tenant in the Building for any loss, damage or liability arising from or in connection with Tenant's leasing of the Demised Premises notwithstanding that such loss, damage or liability may result from the negligence or fault of Landlord, its servants, agents or employees, or from the negligence or fault of tenants at the Building and the servants, agents, employees, or invitees thereof.

(G) In the event that Tenant fails to procure, maintain or pay for as specified in this Section, any insurance required by this Section or fails to carry insurance required by law or governmental regulation, Landlord may (but without obligation to do so) from time to time and without notice, procure such insurance and pay the premiums therefor, in which event Tenant shall repay Landlord all sums so paid by Landlord together with interest at the rate of sixteen (16%) percent per annum, but in no event greater than the maximum amount permitted by law, and any costs or expenses incurred by Landlord in connection therewith within ten (10) days following Landlord's written demand for such payment, without prejudice to any other rights and remedies of Landlord under this lease.

(H) Tenant agrees to deliver to Landlord, at least twenty (20) days prior to the time that such insurance is first required to be carried by Tenant and thereafter at least thirty (30) days prior to the expiration of any such policy, a duplicate original of all policies provided by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof. Said policies shall include an endorsement which states that such insurance may not be cancelled or changed in any material way the nature or extent of the coverage provided by such policy except upon thirty (30) days written notice to Landlord and any designees of Landlord. Landlord may at any time and from time to time, inspect and/or copy any and all insurance policies required to be procured by Tenant pursuant to this lease.

(I) Landlord shall, subject to reimbursement as provided herein, maintain, during the term hereof, fire with extended coverage insurance, rental loss insurance or any other insurance coverages covering the Building of which the Demised Premises forms a part, in such amounts and in such form as Landlord may elect (collectively "Landlord-Carried Insurance" herein). Tenant agrees to reimburse Landlord, as additional rent, for fifteen (15%) percent of the premiums incurred by Landlord for any Landlord-Carried Insurance, payment to be made within ten (10) days after demand therefor. Landlord represents that during the calendar year 1997, the premiums for Landlord-Carried Insurance approximated \$9,550.00.

45. UTILITIES AND OTHER SERVICES.

(A) Landlord shall not be obligated to supply any utilities or services to the Demised Premises. Tenant shall be responsible for and shall pay and discharge all bills rendered for any electric, gas, heat or air-conditioning which it may require, and Tenant shall make its own arrangement with the public utility company servicing the Demised Premises for the furnishing and payment of all charges for electricity and other utilities consumed by Tenant at the Demised Premises, including, if necessary, the installation of meters therefor. Tenant acknowledges that Landlord has made no representation concerning the plumbing, heating and air conditioning systems, if any, located in the Demised Premises and takes same in "as is" condition.

(B) Tenant agrees that it will handle and dispose of all rubbish, garbage and waste from Tenant's operation, at its own cost and expense, in accordance with regulations established by Landlord. Tenant further agrees not to permit the accumulation (unless in concealed metal containers) of any rubbish or garbage in or about any part of the Demised Premises, and not to permit any garbage or rubbish to be collected or disposed of from the Demised Premises during the hour of 8:30 a.m. to 6:00 p.m., except in strike and emergency situations. Under no circumstances will Tenant allow any obnoxious odors to exist in the Premises.

(C) Tenant shall, at Tenant's sole cost and expense, promptly pay and discharge

all violations against the Building arising out of Tenant's failure to comply with the provisions of this lease. If Landlord shall incur any expense to pay or discharge any violation, Tenant shall pay same to Landlord as additional rent, upon demand.

46. BROKER. Tenant and Landlord represent and warrant that each party has had no dealings, negotiations or consultations with respect to the Demised Premises or this transaction with any broker or finder other than H Stender Realty Inc. (the "Broker"), and Tenant represents that no broker or finder, other than the Broker, called the Demised Premises to Tenant's attention for lease or took any part in any dealings, negotiations or consultations with respect to the Demised Premises or this lease. In the event that any broker or finder, other than the Broker, claims to have submitted the Demised Premises to Tenant, to have induced Tenant to lease the Demised Premises or to have taken part in any dealings, negotiations or consultations with respect to the Demised Premises or this lease, the misrepresenting party will be responsible for and will indemnify and save the other harmless from and against all costs, fees (including, without limitation, attorneys' fees), expenses, liabilities and claims incurred or suffered as a result thereof. The parties hereto acknowledge that Landlord shall have no responsibility for the payment of any commissions due to Broker.

47. ATTORNTMENT. In the event foreclosure proceedings are brought by the holder of any fee mortgage, Tenant will attorn to such mortgagee or purchaser in foreclosure proceedings, as the case may be, and will recognize such fee mortgagee or purchaser as the Tenant's landlord under this lease. The foregoing provisions shall inure to the benefit of any such owner or fee mortgagee and shall, in the event of any such election and demand, be self-operative without the necessity of the execution of any further instruments; but Tenant agrees that it shall execute and deliver, at any time and from time to time, upon the request of the fee owner or of the holder of any such fee mortgage any instrument which may be necessary or appropriate to evidence such attornment and the Tenant shall appoint the Landlord the attorney-in-fact of the Tenant to execute and deliver such instrument or instruments.

48. MORTGAGES AND LEASEHOLDS.

(A) This lease is subject and subordinate in all respects to all ground leases and/or underlying leases and to all mortgages which may now or hereafter be placed on or affect such leases and/or the real property of which the Demised Premises form a part, or any part or parts of such real property, and/or Landlord's interest or estate therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor. This Section (A) shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall, without charge, execute and deliver promptly any reasonable certificate that Landlord and/or any mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest may request. Landlord represents that it is the fee owner of the Building.

(B) Tenant shall, without charge, at any time and from time to time, upon not less than five (5) days' prior demand by Landlord, execute, acknowledge and deliver to Landlord a statement in writing 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 modification), and the dates to which the rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or lessee of said real property or any interest or estate therein, any mortgagee or prospective mortgagee thereof or any prospective assignee of any mortgagee thereof.

(C) If, in connection with obtaining financing for the Building, any lender shall request reasonable modifications in this lease as a condition to such financing, which are ministerial and/or administrative in nature, Tenant will not withhold, delay or defer its consent thereto. It is hereby agreed by Tenant that the following modifications required by any lender, or the form of any non-disturbance agreement prepared by any mortgagee or ground lessee

tary disposition.

(C) Any assignment or subletting hereunder shall not release or discharge Tenant or Guarantor from any liability, whether past, present, or future, under this lease, and unless otherwise specifically agreed to in writing by Landlord, Tenant or Guarantor shall continue fully liable under this lease. Any assignee or sublessee shall agree to comply with and be bound by all the terms, covenants, conditions, provisions and agreements of this lease, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each said assignment and agreement of compliance by each assignee or sublessee.

(D) Any sale, assignment, transfer or subletting of this lease which is not in compliance with the provision of this paragraph shall be null and of no force or effect and shall be voidable at the Landlord's option.

(E) With respect to each and every sublease or subletting consented to by Landlord under the provisions of this lease, it is further agreed:

(1) No subletting shall be for a term ending later than one (1) day prior to the expiration date of this lease.

(2) No sublease shall be valid unless an executed counterpart of such sublease has been delivered to Landlord within ten (10) days after the execution of such sublease.

(3) Each sublease shall provide that it is subject and subordinate to this lease and to the matters to which this lease is or shall be subordinate, and that in the event of termination, re-entry or dispossession by Landlord under this lease, Landlord may, at its option, take over all the right, title and interest of Tenant, as sublessor under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not (a) be liable for any previous act or omission of Tenant under such sublease, (b) be subject to any offset, not expressly provided in such sublease, which theretofore accrued, to such subtenant against Tenant, or (c) be bound by any previous modification of such sublease or by any previous prepayment of more than one month's rent.

(F) If Landlord shall decline to give its consent to any proposed assignment or sublease, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Landlord by the proposed assignee or subtenant or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

50. LANDLORD'S EXCULPATION. It is specifically understood and agreed that there shall be no personal liability on Landlord in respect of any of the covenants, conditions or provisions of this lease; and if Landlord or a successor in interest is an individual (which term as used herein includes aggregates of individuals, such as joint ventures, general or limited partnerships or associations), such individual shall be under no personal liability with respect to any of the provisions of this lease, and if Landlord is in breach or default with respect to its obligations under this lease, Tenant shall look solely to the equity of the Landlord in the Building of which the Demised Premises forms a part, for the satisfaction of Tenant's remedies and in no event shall Tenant attempt to secure any personal judgment against Landlord or against any partner, employee or agent of Landlord by reason of such default by Landlord; provided, however, that Landlord shall be responsible for the security deposit payable by Tenant hereunder, to the extent Tenant is, in fact, entitled to a return thereof.

51. RIDER CONTROLS. This rider is annexed to and made a part of the printed part of this lease to which it is attached and in each instance in which the provisions of this rider shall contradict or be inconsistent with the provisions of the printed portion of this lease, as constituted without this rider, the provisions of this rider shall prevail and govern and the contradicted or inconsistent provisions of the printed portion of this lease shall be deemed

amended accordingly.

52. AS-IS CONDITION. Tenant has inspected the Premises and is aware of its present condition and, except as otherwise specifically set forth herein, agrees to accept the Premises in its "AS IS" condition. Neither the Landlord nor its agents have made any representations with respect to the physical condition of the Building or the Demised Premises, except as expressly set forth herein and no rights, easements or licenses are acquired by the Tenant by implication or otherwise except as expressly set forth in the provisions of this lease.

53. TENANT'S WORK. As a prime consideration for Landlord entering into this lease, Tenant represents and agrees that it will renovate the Demised Premises into a first class restaurant featuring contemporary Asian cuisine with a French flair, which work Tenant shall commence, promptly following the Commencement Date, and which will be diligently prosecuted by Tenant to completion. Any work, installations, alterations, additions or improvements to be performed by Tenant in the Premises being leased hereunder shall be subject to the following terms and conditions:

(A) That all such Tenant's work shall comply with all applicable provisions of this lease, including, but not limited to, paragraphs 3 and 6 of the printed portion of this lease, and all applicable governmental rules and regulations and the rules and regulations of any Board of Fire Underwriters or similar agency having jurisdiction over the Demised Premises;

(B) That Tenant shall first submit to Landlord for Landlord's approval the plans and specifications covering the Tenant's work in detail reasonably satisfactory to Landlord;

(C) That Tenant and any contractor or contractors employed by the Tenant to render services and furnish labor to the Demised Premises, shall be covered by Workmen's Compensation Insurance and a Certificate thereof shall be furnished to the Landlord before commencement of any work by any contractor, sub-contractor, their agents, servants or employees;

(D) All Tenant's work shall at all times (a) comply with all laws, rules, orders, and regulations of governmental authorities having jurisdiction thereof and all insurance requirements, (b) comply with the Building's rules and regulations now or hereafter in existence, and (c) comply with Tenant's plans and specifications approved by Landlord.

(E) That promptly following the completion of all of said Tenant's work, and as soon as reasonably feasible, the Tenant shall obtain and furnish to the Landlord all appropriate certifications from all authorities having jurisdiction to the effect that all such Tenant's work has been performed and completed in accordance with the filed plans, if any, and with all laws, rules, regulations and orders of said authorities having jurisdiction thereover;

(F) Prior to the commencement of such work, Tenant, at its expense, shall procure and deliver to Landlord each and every permit, license, franchise, or other authorization required for the performance of such Tenant's work.

(G) No Tenant's work shall be undertaken, started, or begun by Tenant or by its agents, employees, contractors, or anyone else acting for or on behalf of Tenant until Landlord has approved such plans and specifications. No amendments or additions to such plans and specifications as approved shall be made without the prior written consent of Landlord.

(H) Notwithstanding the foregoing, with respect to carpeting, painting and other Tenant work which (a) are nonstructural in nature (i.e., do not involve changes to the structural elements of the Building); (b) do not involve changes to the Building's systems, including, without limitation, the electrical, plumbing, and HVAC systems (except for changes to those systems which solely serve the Demised Premises and will not affect the Building's systems); (a) and (b) are hereinafter collectively referred to as "Nonstructural Changes"; and (c) in the aggregate would not cost in excess of \$10,000.00 when added together with the cost of all other Nonstructural Changes made during the prior 12-month period, Tenant need not

obtain Landlord's prior written consent, but must notify Landlord in writing within 10 days prior to the commencement of such Tenant's work.

(I) Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant pursuant to this lease is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that such plans and specifications and the Tenant's proposed work set forth thereon comply with applicable laws or that the same are structurally sound and Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of such work and Tenant acknowledges that it is not relying on Landlord or any of its agents for the same.

54. SIGNS.

(A) Tenant shall not place or install any sign on the roof or on any exterior wall of the Premises nor install any sign on the Premises or the Building until Tenant shall have: (i) received Landlord's prior written consent thereto; and (ii) received all approvals and permits and delivered copies thereof to Landlord together with evidence of payment for any fees pertaining to Tenant's signs if such permit or approval is required.

(B) Tenant shall not place in any display case or other area visible to public view from the outside of the Premises any so-called "flashing or animated" sign or one which otherwise has variations in the intensity of illumination without first obtaining Landlord's approval. In no event may Tenant install any neon signs in the Demised Premises or awnings on the exterior of the Demised Premises. Tenant shall not, after obtaining any such approval, change any sign in any respect whatsoever without first obtaining further approval from Landlord.

(C) As used in this Article, the word "sign" shall be construed to include any light or other advertising symbol or object irrespective of whether same be temporary or permanent.

55. SPECIFIC PERFORMANCE. With respect to any provision of this lease which provides, in effect, that Landlord shall not unreasonably withhold, or unreasonably delay any consent or any approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim, for money damages; nor shall Tenant claim any money damages by way of set-off, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

56. UNENFORCEABLE PROVISIONS. If any term, covenant, condition or provision of this lease or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

57. NEW YORK LAW GOVERNS. This lease shall be governed by and construed in accordance with the laws of the State of New York and, if any provisions of this lease shall to any extent be invalid, the remainder of this lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this lease. This lease may be amended only by instruments in writing executed by Landlord and Tenant. Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this lease or any action taken hereunder, a partner of Tenant in its business or otherwise a joint venturer or member of any enterprise with Tenant. This lease shall be binding upon and shall inure to (and the words "Owner," "Landlord," and "Tenant" appearing in this lease shall be construed to mean) those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively.

58. LATE CHARGES; INTEREST.

(A) In addition to, and not instead of, any and all rights and remedies of Landlord under this lease or the laws of the State of New York, if any monthly installment of basic rent or additional rent shall not be paid within five (5) days after the date when due, then Tenant agrees to pay Landlord as additional rent a late charge equivalent to 3% of the amount not paid within such five (5) day period. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of rent to Landlord by Tenant. Tenant further agrees that the late charge assessed pursuant to this Article is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant.

(B) Any rent, additional rent or other amounts to be paid by Tenant which are not paid within thirty (30) days from the date such payment is due shall thereafter bear interest as of the day on which any sum is due and owing at the maximum rate of interest permitted in the State of New York, or if there is no such maximum, at a rate equal to two (2%) percent over the prime rate announced by Citibank, N.A.

59. MISCELLANEOUS.

(A) Whenever Tenant shall request approval by Landlord of plans, drawings, specifications, or otherwise with respect to the remodeling of the Premises thereof, installation of signs including subsequent changes thereof, or the like, and Landlord has such plans, drawings or the like reviewed by an outside consultant not related to Landlord, Tenant specifically agrees promptly to reimburse Landlord for all reasonable costs incurred by Landlord for all charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given, not to exceed, however, the sum of \$500.00 for each such submission. Landlord agrees to waive all charges referred to in this paragraph with respect to: (i) Tenant's plans for the Initial Work; (ii) review of the assignment documents pursuant to Article 86 hereof; and (iii) review of Tenant's application for a liquor license for the Demised Premises and/or External Seating Area, pursuant to Article 81 hereof.

(B) 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.

(C) In the event that the Tenant engages in the use, sale or storage of inflammable or combustible material, Tenant shall, at its own cost and expense, install chemical extinguishing devices approved by the Fire Insurance Rating Organization and shall keep such devices under service as required by such organization. If gas is used in the Demised Premises, Tenant shall install at its expense a gas cut-off device.

60. ADDITIONAL RENT. All costs, charges and expenses which Tenant assumes, agrees or is obligated to pay pursuant to this lease shall be deemed additional rent, and in the event of non- payment, Landlord shall have all of the rights and remedies with respect thereto as is herein provided for in the case of non- payment of rent.

61. PERMITS. Tenant shall, at its own cost and expense, obtain any and all permits, licenses and/or certificates, of whatsoever kind or nature, from any and all authorities having jurisdiction over the Demised Premises, necessary or required for the occupation and use of the Demised Premises as provided for in this lease, and Landlord agrees to cooperate with Tenant (without cost or expense to Landlord) in order to help Tenant obtain such permits. Tenant covenants that Tenant will not use or suffer or permit any person to use the Demised Premises for any unlawful purpose and to obtain and maintain at Tenant's sole cost and expense all licenses and permits from any and all governmental authorities having jurisdiction of the Demised Premises which may be necessary for the conduct of Tenant's business therein. Tenant further covenants to comply with applicable laws, resolutions, codes, rules and regulations of any department, bureau, agency, or any governmental authority having jurisdiction over the operation, occupancy, maintenance and use of the Demised Premises for the purposes set forth herein. Tenant will indemnify and save Landlord harmless from and

against any claims, penalties, loss, damage or expense imposed by reason of a violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof related to Tenant's use and occupancy.

62. HOLDOVER.

(A) Tenant acknowledges that possession of the Demised Premises must be surrendered to Landlord at the expiration or sooner termination of the term of this lease. Tenant agrees to indemnify and save Landlord harmless against all costs, claims, loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay. The parties recognize and agree the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Demised Premises as aforesaid will be extremely substantial, will exceed the amount of the monthly rent and additional rent theretofore payable hereunder, and will be impossible to accurately measure. Tenant therefore agrees that if possession of the Demised Premises is not surrendered to Landlord within twenty- four (24) hours after the date of the expiration or sooner termination of the term of this lease, then Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in the Demised Premises after the expiration or sooner termination of the term of this lease, a sum equal to three (3) times the aggregate of that portion of the Base Annual Rent and additional rent which was payable under this lease during the last month of the term hereof. The provisions of this Article shall survive the expiration or said sooner termination of the term of this lease.

(B) Tenant shall occupy the Demised Premises during the holdover period in its "as is" condition as of the expiration of the term or prior termination of this lease and Landlord shall not be required to perform any work, furnish any materials or make any repairs within the Demised Premises during the holdover period. Nothing contained in this lease shall be construed as a consent by Landlord to the possession by Tenant of the Demised Premises beyond the expiration of the term or prior termination of this lease, and Landlord, upon said expiration of the term or prior termination of this lease shall be entitled to the benefits of all legal remedies that may now be in force or may hereafter be enacted relating to speedy repossession of the Demised Premises by Landlord.

63. NO RESIDENTIAL USE OF DEMISED PREMISES. It is an express condition of this lease that the Demised Premises be used for commercial purposes only. In no event may the Demised Premises be used for residential purposes. Accordingly, it is expressly agreed that any violation by Tenant of its agreements, representations and obligations pursuant to this Article shall constitute a material default by Tenant under the terms of this lease entitling Landlord to exercise any and all rights granted Landlord pursuant to this lease, including without limitation the right to terminate this lease and recover possession of the Demised Premises by reason of Tenant's default.

64. UNCOLLECTIBLE CHECKS. It is hereby understood and agreed by Tenant that in the event Landlord receives a check from Tenant for the payment of basic annual rent, additional rent and/or any other charge(s) due under this lease, and such check is uncollectible by Landlord due to insufficient funds in Tenant's account or for any other reason, Tenant shall pay to Landlord a service charge in the sum of \$100.00 for Landlord's expense in processing such uncollectible check, as additional rent under this lease together with Tenant's next monthly rent installment due under this lease. The provisions of this Article shall not be deemed to limit Landlord from enforcing any other rights Landlord may have under this lease in the event of Landlord's receipt of any such uncollectible check and Landlord's right herein to collect a service charge, as provided above, shall be in addition to all other rights of Landlord contained in this lease.

65. ELECTRICITY.

(A) Tenant shall install, at Tenant's sole cost and expense, its own electric meter in the Demised Premises. Tenant shall purchase and receive electrical energy for the Demised Premises directly from the public utility corporation servicing the Building in which the Demised Premises are located and Landlord shall permit Landlord's conduits and electrical conductors to the extent available, suitable and safely capable, to be used for such purpose.

(B) Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if either the quality or character of electrical service is changed by the public utility company supplying electrical service to the Building or is no longer available or suitable for Tenant's requirements. Interruption or curtailment of any such services shall not constitute a constructive or partial eviction, nor entitle Tenant to any compensation or abatement of fixed rent and/or additional rent.

(C) Tenant covenants and agrees that at no time shall its use of electrical current exceed the capacity of existing feeders or wiring installations serving the Demised Premises. Tenant shall make no alterations or additions to the electrical equipment, conduits, feeders or risers without the prior written consent of the Landlord in each instance. If Tenant shall request in writing that additional feeders or risers be installed to supply Tenant's electric requirements and if in Landlord's sole judgment such additional feeders or risers are necessary and will not cause permanent damage or injury to the Building or Demised Premises or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations, repairs or expense, or interfere with or disturb other tenants or occupants of the Building, and if Tenant complies with the conditions set forth below in this subparagraph (C), Landlord shall, at Tenant's sole and reasonable cost and expense, install such additional feeders or risers and all other equipment required in connection therewith. In the event Landlord is undertaking such work, Landlord agrees to use commercially reasonable efforts so as not to materially and adversely interfere with Tenant's business operations, but nothing contained herein shall require Landlord to perform such work on an overtime basis or perform such work other than during normal business hours.

(D) If Tenant shall use any utility line of the Landlord servicing the Building in which the Demised Premises forms a part or make any connections to said utility line servicing the Building without the permission or prior written consent of the Landlord, then the Landlord may without notice disconnect or discontinue this use. In such event, the Tenant shall be liable to pay to the Landlord as additional rent an amount equal to the entire utility bill for the Building in which the Demised Premises forms a part rendered by the utility company servicing the Building for four (4) months prior to the date Landlord obtains knowledge of said unauthorized use of the applicable utility line upon five (5) days written demand.

(E) If Tenant shall require or request to use or make any connection to any lines, feeders, cables, end boxes, distribution boxes or other electrical, plumbing or heating equipment servicing the Building, Landlord makes no warranty as to fitness for use or other warranties concerning the physical condition of such lines, feeders, cables, end boxes, distribution boxes, or other electrical, plumbing or heating equipment servicing the Building. If any repairs are required to be made to said electrical, plumbing or heating equipment in order that electrical current, plumbing or heating be supplied to the Demised Premises, then said repair shall be done at Tenant's sole cost and expense. If any work, replacement or repair is required to be performed by Landlord, then said work shall be performed at Landlord's convenience and Tenant shall not be entitled to any set-off, allowance or claim for diminution of rental value and Landlord shall have no liability to Tenant for any inconvenience, annoyance, or injury to Tenant if said work is not performed timely.

66. CONSTRUCTION. This lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this lease to be drafted. If any words or phrases in this lease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this lease shall be construed as if the words or phrase so stricken out or otherwise eliminated were never included in this lease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. All terms and words used in this lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

67. CONCESSION. Provided Tenant shall not be in default of any of the terms, covenants or conditions to be performed or observed by Tenant under this lease, and Tenant fully complies with the provisions of Articles 75, 76 and 77 of this Rider to Lease, Tenant's obligation to pay base rent shall commence sixty (60) days following the Commencement Date

of this lease, irrespective of whether or not Tenant has opened for business by such date.

68. LEGAL RENT RESTRICTIONS. If any of the rent payable under the terms of this lease shall be or become uncollectible, reduced or required to be refunded because of any applicable law, ordinance, order, rule, requirement or regulation, Tenant shall enter into such agreement(s) and take such other steps (without additional expense to Tenant) as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal rent restriction may be legally permissible (and not in excess of the amounts reserved therefor under this lease). Upon the termination of such legal rent restriction, (a) the rents shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination and (b) Tenant shall pay to Landlord, to the maximum extent legally permissible, an amount equal to (i) the rents which would have been paid pursuant to this lease but for such legal rent restriction less (ii) the rents paid by Tenant during the period such legal rent restriction was in effect.

69. PLUMBING AND GREASE TRAPS. Supplementing the provisions of Article 4 of this lease, Tenant may maintain the existing connections, if any, to utility waste lines in the Building, sidewalk or streets, but agrees not to use the plumbing for any purpose other than that for which it was constructed and agrees further not to permit any food, waste, or other foreign substance to be thrown or drawn into the pipes. Tenant agrees to maintain the plumbing in good repair and condition and to repair any damage resulting from any violation of this Article. Tenant further agrees to install and maintain a grease trap in the Demised Premises in order to preclude the flow or leakage of grease, into the sewer. Tenant agrees to make any repairs to other plumbing in the Building if the damage results from Tenant's improper use of the plumbing. Tenant further agrees to immediately unclog any drains or grease traps used by it, at its own cost and expense.

70. HAZARDOUS SUBSTANCES.

(A) For purposes of this Article, "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect (collectively hereinafter referred to as "Requirements"), including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as these laws have been amended or supplemented.

(B) Tenant agrees that no part of the Demised Premises will be used for, and Tenant shall not suffer or allow the treatment, generation, manufacture, use, refining, production, storage, disposal, burial, dispersal, release, or placement of any Hazardous Substance, and that Tenant shall not release, suffer or permit the release of any Hazardous Substance onto the Demised Premises or into the subsurface thereof or onto any property whatsoever, including without limitation, surface water and ground waters, unless in compliance with all applicable law(s) permit(s), order(s), or other valid governmental approval(s), whether now in effect or hereafter enacted. Furthermore, Tenant shall not cause or permit to occur any violation of any federal, state or local law, ordinance, regulation or order now or hereafter enacted, related to environmental conditions on, under or about the Demised Premises, or arising from Tenant's use or occupancy of the Demised Premises, including, but not limited to, soil and ground water conditions. Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances. Furthermore, Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all

governmental authorities under all present and future laws. Tenant shall provide all information regarding the use, generation, storage or disposal of Hazardous Substances that is requested by Landlord.

(C) The failure of Tenant to abide by each and every of the foregoing obligations shall be a material default under this lease which if not cured within five (5) days of Landlord's notice, or sooner if an emergency, dangerous, or hazardous condition exists in, at, on or upon, or about the Demised Premises, shall entitle Landlord to pursue all remedies available in law, at equity and/or under this lease.

(D) Tenant shall indemnify and save Landlord and its successors and assigns and their respective officers, directors, shareholders, partners, agents and employees and the Demised Premises and the Building harmless against any and all claims, obligations, liabilities, violations, penalties, fines, suits, governmental orders, causes of actions, judgments, damages, whether civil or criminal or both, of any and all kind or nature which result from or are in any way connected with a breach or default by Tenant of the foregoing agreement and/or which Landlord may be subject in connection with any Hazardous Substances resulting from or in connection with the discharge, despoiler, release or escape of smoke, vapors, soot fumes, acids, alkalis, toxic chemicals, liquids or gases, volatile organics, waste materials or other irritants, contaminants or pollutants or otherwise at the Demised Premises, caused by or resulting from the use and operation of the Demised Premises by Tenant, its successors and assigns and/or by reason of Tenant's invitees, licensees, employees, officers, agents, servants, etc. in any case whether or not Tenant has complied with its obligations pursuant to this Article. This indemnification and save harmless agreement shall also cover any and all liens for hazardous waste clean up expenses in favor of the United States, New York State, or any political subdivision thereof, and any governmental department of any of the foregoing. This indemnification shall include, but not be limited to, legal fees and other charges to which Landlord may be put, including clean up costs, in defending against any proceeding in connection with the foregoing.

71. TENANT IMPROVEMENTS. All improvements upon the Demised Premises and any replacements therefor, including all air-conditioning or heating systems, paneling, decorations, partitions, railings, affixed to the realty, except furniture or movable trade fixtures installed at the expense of Tenant, shall become the property of the Landlord and shall remain upon, and be surrendered with, the Demised Premises as a part thereof at the termination of this lease, without compensation to Tenant; unless, however, Landlord, by notice given to Tenant no later than thirty (30) days prior to the end of the term, shall elect to have Tenant remove any or all such improvements. Thereupon Tenant shall accomplish such removal at its sole cost, repair any damage caused by such removal, and restore the Premises to their former condition.

72. COMPLIANCE WITH LAWS. Tenant shall comply with all federal, state, county, municipal, and other governmental laws, ordinances, rules and regulations now or hereafter affecting the Demised Premises, Tenant's business, or any activity or condition on or about the Demised Premises, including, without limitation, the Americans With Disabilities Act, and all environmental laws and any other laws relating to the improvements on the Demised Premises or the air in and around the Demised Premises (collectively, the "Laws"). Tenant warrants that its business and all activities to be conducted or performed in, on, or about the Demised Premises shall comply with all of the Laws. Tenant agrees to change, reduce, or stop any such activity, or install necessary equipment, safety devices, pollution control systems, or other installations at any time during the lease to so comply. If, during the lease, Landlord or Tenant is required to alter, convert, or replace the HVAC system serving the Demised Premises in order to comply with any of the Laws concerning indoor air pollution or quality, or in order to meet any applicable limitation on, standard for, or guideline relating to indoor air quality or the emission of any indoor air pollutant, including, without limitation, those adopted by the Occupational Safety and Health Administration, the American Society of Heating, Refrigeration, and Air Conditioning Engineers, or the Environmental Protection Agency, Tenant shall be responsible for paying Tenant's pro rata share of the costs of any such conversion or replacement, including, without limitation, the purchase and installation of new equipment, and the alternation of existing HVAC equipment in the Demised Premises to

accommodate any new equipment.

73. ATTORNEYS' FEES. In the event that Landlord institutes and is successful in: (a) summary or other proceedings to recover possession of the Demised Premises, (b) lawsuit to recover rent, additional rent or other payments due under this lease, (c) lawsuit to recover damage for the breach of any of the terms of this lease, (d) lawsuit to determine the obligations of Landlord or Tenant under this lease, or (e) arbitration or mediation, then it is specifically agreed that Landlord shall recover from Tenant, in addition to all items which Landlord may be entitled to recover in law or in equity, reasonable attorneys' fees, and the costs and disbursements of said proceeding. Said payments shall be due as additional rent hereunder, and Landlord's petition and/or pleadings may make demand for payment of attorneys' fees as an amount currently due and owing to Landlord as of the date of the petition and/or pleadings, without the necessity of any prior or further demand therefor or invoice for the same.

74. USE AND OCCUPANCY. Tenant agrees to use, occupy, operate and maintain the Demised Premises throughout the term as a dignified first-class restaurant and in a manner which shall not detract from the character, appearance or dignity of the Building, or which shall in anyway interfere with other tenants peaceful enjoyment of their occupancy. Tenant shall not cause any unusual or excessive sound to emanate from the Demised Premises. Tenant further agrees to discontinue and remove immediately after demand by Landlord, and as often as such demand shall be made, any exhibition, display (window or otherwise), or advertisement in or with respect to the Demised Premises or any parts thereof, of any article or material or the manner of exhibition, display or advertisement of same to which Landlord shall reasonably object (window or otherwise), (but nothing contained herein shall be deemed to grant to Tenant any right to install or maintain any such sign, advertisement, poster, exhibit or display). Any matter or object visible from the street and/or exterior of the Demised Premises deemed reasonably objectionable by Landlord shall be corrected or removed, as required by Landlord, to Landlord's satisfaction. All window displays shall be kept neat, orderly and fresh in appearance. All window and exterior elements of the Demised Premises shall be maintained (including, without limitation, frequent cleaning as directed by Landlord) by Tenant at Tenant's sole expense. Tenant covenants and agrees to remain open and fully lighted during the entire lease term during all business hours on all business days.

75. INITIAL WORK.

(A) Any and all other improvements to and remodeling of the Demised Premises required pursuant to this lease or otherwise (the "Tenant Improvements") including, without limitation, the Initial Work (hereinafter defined), shall be performed by (i) Tenant at Tenant's sole cost and expense, (ii) in accordance with plans and specifications approved by Landlord and the terms of this lease, (iii) by duly qualified or licensed persons, and (iv) without interference with the operation of Landlord or other occupants of the Building. Commencing on the Commencement Date, Tenant shall promptly commence and diligently pursue to completion the construction of the Initial Work, in accordance with the plans and specifications approved by Landlord.

(B) The Initial Work shall mean and include, without limitation, all improvements, remodeling and redecorating in connection with the construction of a first-class restaurant featuring contemporary Asian cuisine with a French flair, incorporating the work set forth on Exhibit B annexed hereto and forming a part hereof.

(C) In connection with such Initial Work, Tenant covenants and agrees to comply with each of the following requirements, a breach of which shall be deemed to constitute a material default under this lease:

(1) All Tenant Improvements, including the Initial Work, shall be undertaken so as not to interfere with any of the business operations of any other tenant at the Building.

(2) Tenant shall make its own arrangements, and be responsible, at Tenant's sole cost and expenses, for coordinating with all tenants in the Building, in connection with the Initial Work, the modification, if required, of all mechanical systems in the

Building; Landlord has made no representations and assurances to Tenant and is not willing to make any such representations and assurances to Tenant that all tenants in the Building will cooperate with Tenant in granting their consent thereto, and that notwithstanding the lack of such representation and assurances, Tenant is willing to execute this lease knowing full well the risks inherent.

(3) Tenant covenants and agrees to expend at least \$90,000.00 in permanent leasehold improvements in connection with the Initial Work and provide Landlord with paid bills evidencing such expenditures prior to Tenant opening for business at the Demised Premises.

(D) Subject to all applicable law, in the event of a direct conflict between the plans and specifications for the Initial Work, as approved by Landlord, and the provisions contained in this lease, the approved plans and specifications shall control Tenant's construction of the Initial Work and shall supersede any directly inconsistent construction provisions contained in this lease.

76. Intentionally Deleted

77. PLAN SUBMISSIONS.

(A) Not later than ten (10) days after the date of execution of this lease, Tenant shall notify Landlord of the identity and mailing address of the licensed architect engaged by Tenant for the preparation of plans for the Initial Work.

(B) Not later than thirty (30) days after the date of execution of this lease, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval one (1) set each of prints and sepias of preliminary plans illustrating Tenant's design concept for the Initial Work. Tenant acknowledges that a major inducement for Landlord entering into this lease has been Tenant's agreement and representation that it will fully and timely perform the Initial Work, and Tenant agrees that its breach of this provision shall constitute a default by Tenant under this lease, entitling Landlord to the remedies set forth in this lease.

(C) Not later than forty-five (45) days after the Commencement Date, Tenant, at Tenant's expense, shall cause Tenant's architect to prepare and deliver to Landlord for Landlord's approval two (2) sets of final plans and specifications for the Initial Work plus one (1) sepia set.

(D) Landlord agrees to review Tenant's plans and specifications within five (5) business days after receipt thereof and notify Tenant of the matters, if any, in which said plans fail to meet with Landlord's approval. Tenant shall cause said plans to be revised in such manner as to comply with Landlord's requirements within ten (10) days after Landlord's notice to Tenant and Tenant shall submit revised plans for Landlord's approval. When Landlord has approved Tenant's plans or revised plans, as the case may be, Landlord shall initial and return one (1) set of approved plans to Tenant showing the date of Landlord's approval. Tenant shall not commence any work within the Demised Premises until Landlord has approved Tenant's final plans, unless Landlord's prior approval has been obtained in writing. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant pursuant to this lease or otherwise is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that such plans and specifications and the Initial Work shown thereon comply with applicable laws or that the same are structurally sound and Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Initial Work and Tenant acknowledges that it is not relying on Landlord or any of its agents for the same.

78. LANDLORD'S OPTION TO CANCEL.

(A) If Landlord shall at anytime determine to sell and/ or demolish the Building of which the Demised Premises forms a part, for reasons other than a casualty or condemnation, Landlord shall have the option to cancel this lease and the term demised herein, by written notice (the "Termination Notice") given to Tenant either during the initial term of this

lease or during any extended term, which Termination Notice shall specify a cancellation date (the "Cancellation Date") which shall be at least one hundred and twenty (120) days after the date of Landlord's submission of the Termination Notice.

(B) The parties acknowledge that in the event of any of the contingencies referred to in paragraph (A) above, it is essential that Landlord have possession of the Demised Premises free of tenancies and all other rights of occupancy on or before the Cancellation Date. Tenant covenants and agrees (i) that this lease shall terminate on the Cancellation Date with the same force and effect as though said date were initially set forth as the expiration date, and (ii) to vacate the Demised Premises by no later than the closing of business on the Cancellation Date and agrees that time shall be of the essence with respect to such time and date.

(C) If Tenant fails for any reason to vacate the Demised Premises by the close of business on the Cancellation Date, then Tenant agrees the measure of damages to be sustained by Landlord as a result thereof are substantial, but unascertainable as of the date of execution of this lease and Tenant agrees to pay for use and occupancy of the Demised Premises the sum of \$1000.00 for each and every day that Tenant shall remain in possession of the Demised Premises beyond the Cancellation Date; and if Landlord institutes a summary proceeding to evict the Tenant, Tenant consents to the issuance of a final judgment in said summary proceeding, waives any stay of the issuance or execution of the warrant, and consents to an Order of the Court fixing use and occupation in the sum of \$1000.00 per day, and in addition, Tenant hereby agrees to pay Landlord's reasonable attorneys fees and disbursements. Nothing herein contained shall be deemed to constitute consent of Landlord to Tenant remaining in possession of the Demised Premises beyond the Cancellation Date.

(D) In the event that (i) Landlord elects to terminate this lease pursuant to paragraph (A) hereof; and (ii) Tenant shall have vacated the Demised Premises in accordance with the provisions of paragraph (B) hereof, and shall not otherwise be in default of any of the terms and conditions of this lease at the time the premises are so vacated, then and in such event, Landlord, within ninety (90) days after the Cancellation Date, shall pay to Tenant the sum of \$200,000.00, said sum to be reduced by \$1,111.00 for each month after June, 1998, that the Cancellation Date occurs.

79. CHEMICAL EXTINGUISHING DEVICES. As part of Tenant's Initial Work, Tenant shall install at the Demised Premises chemical extinguishing devices (such as ansul or equal) approved by the appropriate governmental organizations and shall keep such devices under service as required by such organization.

80. EXHAUST TO STREET. If Tenant's installation requires any exhaust to the street, the entire installation of such exhaust shall be paid for by Tenant and shall be subject to Landlord's prior written approval as to the location and esthetics thereof which approval shall not be unreasonably withheld or delayed.

81. LIQUOR LICENSE. Landlord agrees that, provided Tenant complies with all governmental requirements and obtains all necessary licenses, including a New York State Liquor Authority License, Tenant shall be authorized to sell alcoholic beverages at the Premises (including the External Seating Area, if any) for on-premises consumption. Tenant's failure to obtain any or all licenses required to enable Tenant to sell alcoholic beverages at the Premises shall not affect the effectiveness of this lease, Tenant acknowledging that this lease is not dependent upon Tenant obtaining such liquor license. In the event Tenant does obtain such liquor license, Tenant warrants and represents that at all times during the term of the lease, it will maintain for the benefit of Landlord and Tenant, liquor liability insurance, naming Landlord as additional insured, and Tenant shall indemnify Landlord from any liability in connection therewith.

82. SECURITY DEPOSIT. Provided Tenant is not in default under any of the terms and conditions of this lease, after notice and expiration of the applicable cure period, Landlord agrees that it will credit the sum of \$3,200.00 of the security being held by Landlord under this lease against the base monthly rental payable during the month of July, 1999, so that upon such

crediting, Landlord will be retaining, as security under this lease (to the extent same has not been applied toward any payments hereunder) the sum of \$9,600.00.

83. TENANT'S OPTION TO CANCEL.

(A) Anything herein to the contrary notwithstanding, it is understood and agreed that Tenant shall have the right to cancel the final year of the term of the lease, for any reason whatsoever, upon giving Landlord not more than eighteen (18) months nor less than twelve (12) months notice by certified mail, return receipt requested, prior to the commencement of said final year in accordance with the following terms and conditions only:

(1) Prior to the expiration of the said notice, Tenant shall deliver to Landlord two (2) executed original copies each of a Surrender of Tenancy agreement, in form and content reasonably satisfactory to Landlord; and

(2) On or before the expiration date of the said notice, Tenant shall deliver to Landlord, the Premises, vacant and in broom clean condition, shall provide to Landlord keys and combinations to any and all locks, alarms and security devices in or about the Premises.

(B) Landlord agrees that, in the event that Tenant shall cancel the within lease in accordance with the terms herein, and deliver the Premises to Landlord, then Landlord shall, within thirty (30) days of Tenant's vacatur of the Premises, return to Tenant any and all security deposits and/or prepaid rents required to be returned, unless Tenant shall be in default of any terms or provision of this lease, including the payment of rent.

(C) Tenant agrees that other than return of the said security deposits and prepaid rents if any, Tenant shall not be entitled to any compensation or consideration of any kind, and further agrees to indemnify and save Landlord harmless for and against any and all claims for damages or compensation of any kind, including without limitation for loss of business, goodwill, furniture and fixtures.

84. REORGANIZATION. Anything to the contrary notwithstanding in Article 16 of the printed portion of this lease, Landlord agrees not to exercise its right of termination of lease upon the happening of any of the events with respect to bankruptcy, insolvency, reorganization, receivership or trusteeship, assignment for the benefit of creditors, petition for an arrangement or the like if Tenant is not in default in the payment of rent required to be paid hereunder or other covenant of this lease beyond the applicable grace period.

85. ARBITRATION.

(A) In the event Landlord does not consent to any proposed assignment or subletting which requires Landlord's consent, as provided in Article 49 hereof, Tenant may, by notice to the Landlord commence an arbitration process which notice shall set forth, in reasonable detail, the dispute to be resolved and the name, address and credentials of the arbitrator which the Tenant has selected. Within ten (10) business days after the date of the receipt of the Tenant's notice, the Landlord shall notify the Tenant of the name, address and credentials of the arbitrator which the Landlord has selected. In the event the Landlord fails or refuses to notify the Tenant of its designated arbitrator, when and as required, the Tenant's arbitrator shall alone select the "third" arbitrator.

(B) If two arbitrators have been designated, they shall have ten (10) business days within which to review the dispute and to confer with each other in an attempt to concur upon a mutual agreement. If such two arbitrators shall concur, such concurrence shall be final and binding on Landlord and Tenant. If, however, such two arbitrators shall fail to concur, then such two arbitrators shall (or if the second was not selected, the first alone shall) designate a third arbitrator. If the two arbitrators shall fail to agree upon the designation of a third arbitrator within five (5) business days of the need therefor (i.e., the inability of the initial two arbitrators to concur on a determination) then either party may apply to the American Arbitration Association (the "AAA") or any successor thereto having jurisdiction for designation of the third arbitrator. The arbitration proceeding shall be conducted in accordance with the commercial rules of the AAA in New York City, and conducted thereat.

(C) The three arbitrators shall conduct such hearings as they deem appropriate, making their determination in writing, and shall give notice to Landlord and Tenant of their determination as soon as practicable, and, if possible, within five (5) business days of the designation of the third arbitrator but in no event later than twenty (20) days after such designation. The concurrence of any two of said arbitrators shall be binding upon Landlord and Tenant (or, if the second was not selected, the "third" arbitrator alone shall decide). Any such determination shall be final and binding upon the parties, whether or not judgment shall be entered in any court.

(D) All arbitrators shall be persons who shall have had at least ten (10) years continuous experience in the business of managing real estate or acting as real estate agents or brokers dealing with commercial buildings in the New York City metropolitan area or an attorney admitted to practice in the State of New York, and the "third" arbitrator shall be independent and not affiliated with any side.

(E) Each party shall pay its own counsel fees and expenses, if any, including the expenses and fees of any arbitrator selected by it in accordance with the provisions of this Article, but the non-prevailing party shall be solely responsible for all expenses and fees of the third arbitrator as well as the expenses and fees due and payable to the AAA for any such arbitration proceeding.

86. LIMITED ASSIGNMENT. Notwithstanding anything to the contrary contained herein, Tenant named herein shall have the right, within thirty (30) days after the execution of this lease, to assign this lease, together with the security deposited hereunder, to a corporation in which Tenant named herein owns all of the issued and outstanding stock, and upon delivery to Landlord of a properly executed assignment and assumption agreement, Tenant named hereunder shall be released from the obligations under the terms of this lease, except for those obligations under a certain Guaranty executed by Tenant simultaneously herewith.

87. EXTERNAL SEATING AREA.

(A) Landlord agrees that Tenant shall have, at such time during the term as Landlord reasonably designates, a revocable license to use an area adjacent to and immediately outside of the Premises, fronting on Church Street (the "External Seating Area"). The initial location and configuration of the External Seating Area as designated by Landlord is shown in the approximate location cross-hatched on Schedule 2 attached hereto. In connection with Tenant's use of the External Seating Area, Landlord agrees that Tenant may, at its own cost and expense, but subject to the provisions set forth herein, remove the metal hatchway presently located in the External Seating Area, in accordance with plans and specifications approved by Landlord, which hatchway shall be replaced with a cover designated by Landlord. Tenant's ability to remove such hatchway shall be conditioned upon the tenant having use of the basement space underneath said hatchway, not using such hatchway at the time of such construction (Landlord hereby represents to Tenant that the existing occupant does not utilize such hatchway as of the date hereof), and further provided that upon termination of this lease, Tenant shall restore the hatchway to its original condition as of the date of this lease.

(B) Tenant's use of the External Seating Area is subject to the following terms and conditions:

(1) Tenant, at its expense, shall submit to Landlord drawings and such other documentation as Landlord may reasonably require to enable Landlord to visualize the proposed configuration, and must obtain Landlord's prior written approval thereof, which approval shall not be unreasonably withheld.

(2) Tenant shall obtain the prior written consent and approval of all governmental authorities having jurisdiction thereover, and must provide Landlord with certified copies of all such consents and approvals together with a warranty that all such consents and approvals obtained by Tenant are in fact all the consents and approvals that are necessary to permit the Tenant to use the External Seating Area.

(3) Landlord agrees to cooperate, at Tenant's expense, with Tenant in

obtaining such consents and approvals described in paragraph (B)(2). However, Landlord is not bound to execute any documentation if Tenant is in default under the terms of this lease.

(4) Any agreement that Tenant may enter into with the City of New York is subject to the prior written approval of Landlord.

(C) (1) After Tenant has obtained the aforesaid consents and approvals and properly provided Landlord with certified copies thereof and with the aforementioned warranty, Tenant shall then use the External Seating Area for the same use as is set out in Article 2 of the printed portion of this lease on the understanding that the External Seating Area shall appear to the public as a sidewalk cafe.

(2) Tenant shall install at its expense:

(a) Any barrier around the External Seating Area that may be reasonably required by Landlord or by any governmental authority having jurisdiction thereover.

(b) Tables, seating facilities, and other movable fixtures (the "Facilities") in the External Seating Area, so long as such facilities have been approved in advance by Landlord and upon such terms and conditions as may be reasonably determined by Landlord.

(3) Tenant shall remove the Facilities and any barriers installed by Tenant, and all other items located in or around the External Seating Area during such seasonal period(s) of time that the External Seating Area is not used by the public. The storage of such Facilities and the barrier shall be undertaken by Tenant at its sole expense.

(4) Tenant acknowledges and agrees that any destruction, damage, theft, or vandalism of, or to, such Facilities shall be the sole responsibility of Tenant.

(D) Without limiting the generality of the foregoing, Landlord shall be entitled, if required by the City of New York or other lawful governmental authorities, to remove Tenant from the External Seating Area and to terminate Tenant's use thereof, from time to time, upon twenty (20) days' prior written notice. Any costs necessary as a result of Tenant's being required to remove itself and the Facilities from the External Seating Area shall be borne by and be the sole responsibility of Tenant.

(E) Tenant shall keep the External Seating Area and the Facilities clean and in good repair at all times throughout its possession thereof. If Tenant does not maintain a standard of cleanliness and repair within the External Seating Area satisfactory to Landlord, Landlord shall have the right, after twenty-four (24) hours' prior written notice to Tenant, to clean or repair or cause to be cleaned or repaired the External Seating Area, and the cost of cleaning or repairing the External Seating Area shall be paid by Tenant to Landlord forthwith upon demand as additional rent.

(F) If, in Landlord's sole opinion, the security by Tenant within the External Seating Area, or on the property adjacent to the External Seating Area as a result of the operation of Tenant's business within the External Seating Area, is insufficient to exercise proper control and jurisdiction over the clientele of Tenant, then Landlord shall have the right after twenty-four (24) hours' prior written notice to employ at Tenant's expense its own security personnel to exercise proper control and jurisdiction, and such expense shall be paid by Tenant to Landlord forthwith upon demand as additional rent. Tenant acknowledges and agrees that the insurance requirements of Tenant as set out in the lease shall also include the business operations of Tenant in the External Seating Area.

(G) It is understood and agreed that the External Seating Area does not form part of the Demised Premises, but the External Seating Area and Tenant's use of the External Seating Area are subject to such other terms, covenants, and conditions of the lease as Landlord considers applicable from time to time, including, without limitation, the default

provisions of the lease, and any provisions obligating Tenant to comply with the requirements of all governmental authorities having jurisdiction thereover.

(H) For the use of the External Seating Area, Tenant shall pay:

(1) All out-of-pocket and reasonable costs and expenses directly incurred for security and cleaning by Landlord as a result of Tenant's operation of the External Seating Area.

(2) All other costs, claims, damages, or expenses due to or arising from the use and operation of the External Seating Area.

(I) Tenant shall indemnify Landlord and hold it harmless from and against all loss, claims, actions, damages, liability, and expense in connection with loss of life, personal injury, damage to property, or any other loss or injury whatsoever arising from or out of the External Seating Area and Tenant's use thereof.

88. HISTORIC DISTRICT. Tenant acknowledges that the Building is designated landmark status by the Landmark Preservation Department (the "Historic Entity"). Accordingly, Tenant warrants and represents to Landlord that during the entire term of this lease, no work shall be performed at the Demised Premises unless Tenant receives the approval of Landlord, as well as the approval, if required, of the Historic Entity and all other required governmental agencies, including, but not limited to, the New York City Housing Preservation Development Authority.

89. BASEMENT SPACE. Notwithstanding the provisions set forth in Article 2 of the printed form of this lease, Tenant shall be authorized to use a portion of the basement space of the Demised Premises for auxiliary food preparation, to the extent permitted by applicable law. Landlord is making no representations to Tenant that such basement space may be used for such purposes. If, in fact, Tenant utilizes a portion of the basement space for food preparation, then Tenant shall be responsible for providing exterminating services for the entire Building.

90. REPRESENTATION. As of the date hereof, Landlord represents to Tenant that it has not received any written notice of any additional assessment or sidewalk violation affecting the Demised Premises, which has not been remedied, as of the date hereof. From and after the Commencement Date, Landlord agrees to advise the tenants in the Building to refrain from placing their garbage and trash refuse directly in front of the Demised Premises; Landlord's responsibility shall be limited with respect to solely advising such tenants, and Landlord shall have no liability to Tenant if such tenants refrain from complying with such request. The Building has a central boiler which supplies heat to portions of the Building, including the Demised Premises, but Landlord shall have no responsibility for the distribution of such energy through the Demised Premises, including Tenant's radiators. Tenant shall have sole responsibility for the distribution of heat through the Demised Premises. Furthermore, Landlord represents that Tenant shall only be responsible for water usage at the Demised Premises measured from the period commencing with the Commencement Date of the lease.

ADDITIONAL RULES AND REGULATIONS

Tenant expressly agrees as follows:

(a) All deliveries to or from the Premises shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.

(b) All garbage and refuse shall be kept inside the Premises in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all common loading areas in a clean manner satisfactory to the Landlord. If any part of Tenant's business shall consist of the preparation and/or sale of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall provide refrigerated garbage containers at Tenant's expense for the disposal of its food scraps and refuse.

(c) No radio or television aerial or other device shall be erected on the roof or exterior walls of the Premises or the building in which the Premises are located without first obtaining in each instance the Landlord's consent in writing. Any aerial or device installed without such written consent shall be subject to removal at Tenant's expense without notice at any time.

(d) No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

(e) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures during all hours of the day and whether or not Tenant is open for business.

(f) The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

(g) Tenant shall keep and maintain the Premises including, without limitation, exterior and interior portions, of all windows doors, and all other glass in a neat and clean condition.

(h) Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Premises.

(i) Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Premises, or utilize any unethical method of business operation.

(j) Tenant shall not suffer, allow or permit any vibration, noise, light, or obnoxious odor to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Building or their customers, agents or invitees or any others lawfully in or upon the Building. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees forthwith remove or control the same.

(k) Tenant shall not store, display, sell or distribute any alcoholic beverages or any dangerous materials (including without limitation fireworks) unless specifically permitted in this lease.

(l) 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.

(m) 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.

(n) Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Demised Premises.

(o) Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of Landlord or its desirability as a building for stores or offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

(p) 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. Such installations shall be placed and maintained by Tenant at Tenant's expense in setting sufficient in Landlord's judgment to absorb and prevent vibration, noise and annoyance.

SCHEDULE 1 - BASEMENT SPACE DESIGN

(See attached page)

GUARANTY

In order to induce CORTLANDT REALTY CO., as Agent for SABRA ASSOCIATES (the "Landlord") to enter into the Lease (as hereinafter defined), and for other valuable consideration, the receipt whereof is hereby acknowledged, SUSUMU YONAGUNI, CHEONG JAMIE BYUN OH, DONG HAN KIM, and HYANG HWA LIM KIM (collectively, the "Guarantor") hereby makes the following guaranty and agreement with and in favor of Landlord and its respective legal representations and assigns:

(A) The undersigned jointly and severally guarantees to Landlord, its successors and assigns, that they shall pay to Landlord all base rent and additional rent that has accrued under that certain lease dated June 30, 1998 (the "Lease"), entered into between Landlord, as landlord, and Susumu Yonaguni, Cheong Jamie Byun Oh, Dong Han Kim, and Hyang Hwa Lim Kim, as tenant (the "Tenant"), affecting premises (the "Premises") located at 253 Church Street, New York, New York, and the satisfaction of all liens affecting the Premises, that have accrued or may accrue under the terms of the Lease (hereinafter referred to as "Accrued Rent"), to the latest date that Tenant and its assigns, licensees and sublessees, if any, shall have completely performed all of the following:

(i) Vacated and surrendered the Premises to Landlord pursuant to the terms of this Lease (except with respect to the stated expiration date in the Lease);

(ii) Delivered the keys to the Premises to Landlord;

(iii) Paid to Landlord all Accrued Rent to and including the date which is the later of (a) the actual receipt by Landlord of said Accrued Rent, (b) the surrender of the Premises, or (c) receipt by Landlord of the keys to the Premises; and

(iv) The date which is one hundred eighty (180) days after the date Tenant advises Landlord, in writing, that it is vacating the Premises.

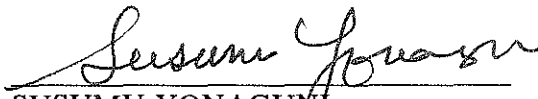
It is agreed that any security deposited pursuant to this Lease shall not be computed as a deduction from any amount payable by Tenant or Guarantor under the terms of this guaranty or the Lease.

(B) The Guarantor unconditionally guarantees that all work performed by or on account of Tenant shall be fully completed, free and clear of all liens, violations and encumbrances, and fully paid for by Tenant. If Tenant shall default in payment, or does not timely and fully complete free and clear of all liens, violations and encumbrances, the undersigned will well and truly perform said payment and/or completion and/or discharge any lien, violation or encumbrance upon seven (7) days notice from Landlord. The Guarantor hereby agrees to indemnify and hold Landlord harmless from any and all damages, including, but not limited to, reasonable legal fees and costs incurred by Landlord, arising from said failure to pay or the occurrence of said lien, violation or encumbrance.

(C) This guaranty is absolute and unconditional and is a guaranty of payment and not of collection. Tenant waives all notice of non-payment, non-performance, non-observance or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned expressly waives and expressly agrees that the validity of this agreement, and the obligation of the Guarantor hereto shall in no wise be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved by Landlord pursuant to the terms of this Lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect, as to any renewal, modification or extension of the Lease and during any period when Tenant is occupying the Premises as a "statutory tenant". As a further inducement to Landlord to consent to the foregoing and in consideration thereof, the undersigned covenants and agrees that in any action or proceeding brought by the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of the Lease or of this guaranty that


the undersigned shall and does hereby waive trial by jury.

(D) Further, Guarantor hereby agrees that it shall in no manner interpose any counterclaim of whatever nature or description whatsoever in any proceeding under the terms of this Lease or this guaranty.

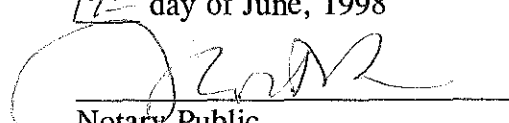

SUSUMU YONAGUMI


CHEONG JAMIE BYUN OH


DONG HAN KIM


HYANG HWA LIM KIM

Sworn to before me this
19th day of June, 1998


Notary Public

SCOTT RUBMAN
Notary Public, State of New York
No. 4818174
Qualified in Nassau County
Commission Expires May 31, 2000