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COMMUNITY BOARD No. 2, MANHATTAN

3 WASHINGTON SQUARE VILLAGE

NEW YORK, NY 10012-1899

www.cb2manhattan.org

P: 212-979-2272 F: 212-254-5102 E: info@cb2manhattan.org

Greenwich Village ♦ Little Italy ♦ SoHo ♦ NoHo ♦ Hudson Square ♦ Chinatown ♦ Gansevoort Market

COMMUNITY BOARD 2 APPLICATION FOR A LIQUOR LICENSE

Please fill out this questionnaire, including the date, and return to the Community Board 2 office by email to arrive **no later than the month's due date** which can be found on CB2 Manhattan's website (<https://cbmanhattan.cityofnewyork.us/cb2/resources/sla-questionnaire/>). When meetings return to in person, please also provide an additional 5 copies plus supporting material requested to the SLA committee meeting.

Failure to complete and return the questionnaire and supporting materials on time will result in your item being removed from the agenda.

Failure to provide a completed questionnaire or failure to present before CB2 will result in notifying the State Liquor Authority (SLA) of your noncompliance with the community review process.

If you need to reschedule, please notify the Community Board 2 office no later than the Friday prior to the scheduled meeting. Speak to Florence Arenas at the Board Office. **A maximum of 1 layover request will be granted per application. Failure to reappear without notification will result in a recommendation to deny this application.**

The following supporting materials are **required** for this application:

1. A list of all other licensed premises (including Beer and Wine) within 500 ft. of this location.
2. If the license being applied for is subject to the 500 ft. rule, please provide a copy of the public interest statement that will be submitted to the SLA.
3. Floor plans of the premise, clearly indicating the location of all entrances and exits, windows, bars, tables and chairs, patron and employee bathroom(s) and kitchen layout to be licensed. Please include seat and table counts on the plans for each area. **If outdoor seating of any kind is included in the application please download and complete CB2 SLA's Addendum for Outdoor Seating.** For any multi-floor, multi-room or hotel applications, please provide detailed plans for each floor and/or separate areas to be included in the licensed premises that are clearly labeled.
4. Proposed menu with general price ranges, if applicable.
5. Certificate of Occupancy or Letter of No Objection for the premises showing that the proposed use is permitted, including specific use of all outdoor areas within the property line.
6. If unable to show the proposed use is permitted, including for outdoor areas within the property line, please provide a detailed explanation for how the proposed use sought will be permitted and please provide any plans filed or to be filed with the Buildings Department.
7. Letter of Understanding or Letter of Intent from the Landlord.

8. Provide proof of community outreach to area block associations and immediately impacted residents in the building and surrounding area to notify them of your pending application and Community Board meeting information. Copies of any mailings to, and signatures or letters from Residential Tenants at location and from surrounding buildings may be submitted with home address and contact information. (i.e. a letter from the neighborhood block association or petition in support with home address and contact information.)
9. A copy of your NYS Liquor Authority application as it will be submitted to the SLA (excluding financial information).
10. If this is for a **Corporate Change**, please provide the **Current Approved Corporate Set-Up and the Proposed Corporate Set-Up** along with existing executed stipulations with CB2 if applicable.
11. If this is for any type of **Alteration Application**, please provide detailed information regarding the current situation and the proposed changes outlined as an addendum. If adding or subtracting space, please provide current and proposed diagrams.
12. If this application is for a **Change in Method of Operation**, please provide the current method of operation and the proposed changes in method of operation as an addendum.

Meeting Date: _____

APPLICANT INFORMATION:

Name of applicant(s):

Trade name (DBA):

Premises address:

Cross Streets and other addresses used for building/premise:

CONTACT INFORMATION:

Principal(s) Name(s):

Office or Home Address: _____

City, State, Zip: _____

Telephone #: _____ email : _____

Landlord Name / Contact:

Landlord's Telephone and Fax: _____

NAMES OF ALL PRINCIPAL(s):

NAMES / LOCATIONS OF PAST / CURRENT LICENSES HELD

Briefly describe the proposed operation (i.e. "We are a family restaurant that will focus on..."):

WHAT TYPE(S) OF LICENSE(S) ARE YOU APPLYING FOR (MARK ALL THAT APPLY):

☐ a new liquor license (☐ Restaurant ☐ Tavern / On premise liquor ☐ Other)

☐ an UPGRADE of an existing Liquor License

☐ an ALTERATION of an existing Liquor License

☐ a TRANSFER of an existing Liquor License

☐ a HOTEL Liquor License

☐ a DCA CABARET License

☐ a CATERING / CABARET Liquor License

☐ a BEER and WINE License

☐ a RENEWAL of an existing Liquor License

☐ an OFF-PREMISE License (retail)

☐ OTHER : _____

If upgrade, alteration, or transfer, please describe specific nature of changes:
(Please include physical or operational changes including hours, services, occupancy, ownership, etc.)

If this is for a new application, please list previous use of location for the last 5 years:

Is any license under the ABC Law currently active at this location? ☐ yes ☐ no

If yes, what is the name of current / previous licensee, license # and expiration date: _____

Have any other licenses under the ABC Law been in effect in the last 10 years at this location?

☐ yes ☐ no

If yes, please list DBA names and dates of operation:

PREMISES:

By what right does the applicant have possession of the premises?

☐ Own ☐ Lease ☐ Sub-lease ☐ Binding Contract to acquire real property ☐ other: _____

Type of Building: ☐ Residential ☐ Commercial ☐ Mixed (Res/Com) ☐ Other: _____

Number of floor: _____ Year Built : _____

Describe neighboring buildings:

Zoning Designation: _____

Zoning Overlay or Special Designation (applicable) _____

Block and Lot Number: _____ / _____

Does the premise occupy more than one building, zoning lot, tax lot or more than one floor? ☐ yes ☐ no

Is the premise located in a historic district? ☐ yes ☐ no

(if yes, have all exterior changes or changes governed by the Landmarks Preservation Commission (LPC) been approved by the LPC? ☐ yes ☐ no, please explain : _____

Will any outside area or sidewalk café be used for the sale or consumption of alcoholic beverages? (including sidewalk, roof and yard space) ☐ no ☐ yes : explain _____

What is the proposed Occupancy? _____

Does the premise currently have a valid Certificate of Occupancy (C of O) and all appropriate permits?

☐ no ☐ yes

If yes, what is the maximum occupancy for the premises? _____

If yes, what is the use group for the premises? _____

If yes, is proposed occupancy permitted? ☐ yes ☐ no, explain : _____

If your occupancy is 75 or greater, do you plan to apply for Public Assembly permit? ☐ yes ☐ no

Do you plan to file for changes to the Certificate of Occupancy? ☐ yes ☐ no
(if yes, please provide copy of application to the NYC DOB)

Will the façade or signage be changed from what currently exist at the premise? ☐ no ☐ yes

(if yes, please describe: _____

INTERIOR OF PREMISES:

What is the total licensed square footage of the premises? _____

If more than one floor, please specify square footage by floors: _____

If there is a sidewalk café, rear yard, rooftop, or outside space, what is the square footage of the area?

If more than one floor, what is the access between floors? _____

How many entrances are there? _____ How many exits? _____ How many bathrooms ? _____

Is there access to other parts of the building? ____ no ____ yes, explain: _____

OVERALL SEATING INFORMATION:

Total number of tables? _____ Total table seats? _____

Total number of bars? _____ Total bar seats? _____

Total number of "other" seats? _____ please explain : _____

Total OVERALL number of seats in Premises : _____

BARs:

How many *stand-up bars / bar seats are being applied for on the premises? Bars _____ Seats _____

How many service bars are being applied for on the premises? _____

Any food counters? ____ no ____ yes, describe : _____

For Alterations and Upgrades:

Please describe all current and existing bars / bar seats and specific changes: _____

* A stand-up bar is any bar or counter (whether seating or not) over which a member of the public can order, pay for and receive food and alcoholic beverages.

PROPOSED METHOD OF OPERATION:

What type of establishment will this be? (check all that apply)

____ Bar ____ Bar & Food ____ Restaurant ____ Club/ Cabaret ____ Hotel ____ Other: _____

What are the Hours of Operation?

Sunday: Monday: Tuesday: Wednesday: Thursday: Friday: Saturday:

____ to ____ ____ to ____ ____ to ____ ____ to ____ ____ to ____ ____ to ____ ____ to ____

Will the business employ a manager? ____ no ____ yes, name / experience if known : _____

Will there be security personnel? ____ no ____ yes(if yes, what nights and how many?) _____

Do you have or plan to install French doors, accordion doors or windows that open? ____ no ____ yes

If yes, please describe : _____

Will you have TV's ? ____ no ____ yes (how many?) _____

Type of MUSIC / ENTERTAINMENT: ____ Live Music ____ Live DJ ____ Juke Box ____ Ipod / CDs ____ none

Expected Volume level: ____ Background (quiet) ____ Entertainment level ____ Amplified Music
(check all that apply)

Do you have or plan to install soundproofing? ____ no ____ yes

IF YES, will you be using a professional sound engineer? _____

Please describe your sound system and sound proofing: _____

Will you be permitting: ____ promoted events ____ scheduled performances ____ outside promoters

____ any events at which a cover fee is charged? ____ private parties

Do you have plans to manage or address vehicular traffic and crowd control on the sidewalk caused by your establishment? ____ no ____ yes (if yes, please attach plans)

Will you be utilizing ____ ropes ____ movable barriers ____ other outside equipment (describe) _____

Are your premises within 200 feet of any school, church or place of worship? ____ no ____ yes

If there is a school, church or place of worship within 200 feet of your premises or on the same block, please submit a block plot diagram or area map showing its' location in proximity to your applicant premises (no larger than 8 ½ " x 11").

Indicate the distance in feet from the proposed premise:

Name of School / Church: _____

Address: _____ Distance: _____

Name of School / Church: _____

Address: _____ Distance: _____

Name of School / Church: _____

Address: _____ Distance: _____

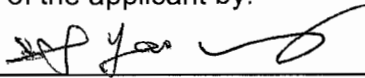
Please provide contact information for Residents / Community Board and confirm that if complaints are made you will address it immediately.

Contact Person: _____ Phone: _____

Address: _____

Email : _____

Application submitted on
behalf of the applicant by:



Signature

Print or Type Name James Wang

Title consultant

Thank you for your cooperation. Please return this questionnaire along with the other required documents as soon as you can. This will expedite your application and avoid any unnecessary delays. Use additional pages if necessary.



Community Board 2,
Manhattan SLA Licensing Committee
Donna Raftery, Co-Chair
Robert Ely, Co-Chair

THE CITY OF NEW YORK

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH

Manhattan

DATE:

JUL 18 1985

NO.

ZONING DISTRICT

06 - 2, 11

This certificate supersedes C.O. No.

THIS CERTIFIES that the new—altered—existing—building—premises located at

Block

Lot

100-101 West Street

CONFORMING SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS PER SQ FT	MAXIMUM NO OF FAMILIES PERMITTED	ZONING DRELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
Cellar	0. .	118	0	0	0	cool	Storage, boiler room dining room, toilets
1st fl.	100	70 10	0	0	6	cool	Restaurant, Store
2nd fl.	40		2	6	2	resi	Class A apts.
3rd fl.	40		6	6	2	resi	Class A apts.
4th fl.	40		6	6	2	resi	Class A apts.
5th fl.	40		6	6	2	resi	Class A apts.
Class B apartments (B1P)							
Mid-Rise							
This is a amended certificate of occupancy							

OPEN SPACE USES

(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES NONE)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS
A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND
SPECIFICATIONS NOTED ON THE REVERSE SIDE.

BOROUGH SUPERINTENDENT

COMMISSIONER

☐ ORIGINAL☐ OFFICE COPY—DEPARTMENT OF BUILDINGS☐ COPY

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING at a point on the East side of West St
distant 100.00 feet from the corner formed by the intersection of
West St and West St
running thence East 100.00 feet; thence East 100.00 feet;
thence East 100.00 feet; thence East 100.00 feet;
thence East 100.00 feet; thence East 100.00 feet;
thence East 100.00 feet; thence East 100.00 feet;
to the point or place of beginning.

N.B. or ALT. No. 100 DATE OF COMPLETION 6-21-77 CONSTRUCTION CLASSIFICATION 01 1 1
BUILDING OCCUPANCY GROUP CLASSIFICATION Class 1 HEIGHT 9 STORIES, 30 FEET
apartments (OLC)

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES	NO		YES	NO
STANDPIPE SYSTEM			AUTOMATIC SPRINKLER SYSTEM		
YARD HYDRANT SYSTEM					
STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM					
SMOKE DETECTOR					
FIRE ALARM AND SIGNAL SYSTEM					

STORM DRAINAGE DISCHARGES INTO:

A) STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

SANITARY DRAINAGE DISCHARGES INTO:

A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

LIMITATIONS OR RESTRICTIONS:

BOARD OF STANDARDS AND APPEALS CAL. NO. _____
CITY PLANNING COMMISSION CAL. NO. _____
OTHERS. _____

Active On Premises Liquor Licenses within 500 feet		
Name	Address	Distance
ORIGINAL VINCENTS EST 1904 INC License ID: 0340-23-131644 Legacy Serial No.: 1025345	119 MOTT STREET NEW YORK, New York 10013	152 ft
BUONA NOTTE INCORPORATED License ID: 0340-22-108581 Legacy Serial No.: 1025256	120 MULBERRY STREET NEW YORK, New York 10013	253 ft
ORIGINAL PUGLIA INC License ID: 0340-23-134884 Legacy Serial No.: 1262204	189 HESTER ST NEW YORK, New York 10013	277 ft
CAFFE SILVESTRI INC License ID: 0340-23-130205 Legacy Serial No.: 1025258	130 MULBERRY STREET AKA 191 HESTER STREET NEW YORK, New York 10013	301 ft
CARMINE RESTAURANT INC License ID: 0340-22-106839 Legacy Serial No.: 1028398	123 125 MULBERRY STREET NEW YORK, New York 10013	302 ft
JOSE ANDRES LLC License ID: 0340-24-139442 Legacy Serial No.: 6048328	115 Mulberry St New York, New York 10013	314 ft
113 MULBERRY RESTAURANT LLC License ID: 0340-23-133188 Legacy Serial No.: 1330790	113 MULBERRY ST NEW YORK, New York 10013	317 ft
132 MULBERRY INC License ID: 0340-23-137301 Legacy Serial No.: 1252377	132 138 MULBERRY ST NEW YORK, New York 10013	325 ft
AKRAM RESTAURANT MANAGEMENT INC License ID: 0340-23-132838 Legacy Serial No.: 1195719	129 MULBERRY ST HESTER & GRAND NEW YORK, New York 10013	336 ft
IL COMMENDATORE RESTAURANT INC License ID: 0370-23-131563 Legacy Serial No.: 1025300	127A MULBERRY STREET NEW YORK, New York 10013	336 ft
ASC INC License ID: 0340-21-119220 Legacy Serial No.: 1167636	134 MULBERRY ST HESTER & GRAND STREETS NEW YORK, New York 10013	351 ft
CAFFE DE LA VENEZIA CORP License ID: 0370-23-130411 Legacy Serial No.: 1334032	105 MULBERRY ST NEW YORK, New York 10013	357 ft
PAESANO REST CORP License ID: 0340-23-133092 Legacy Serial No.: 1182706	136 MULBERRY ST GRAND ST & HESTER ST NEW YORK, New York 10013	379 ft
ZIA MARIA LITTLE ITALY INC License ID: 0340-22-113753 Legacy Serial No.: 1310537	138 MULBERRY ST NEW YORK, New York 10013	433 ft
CINQUE RESTAURANT INC License ID: 0340-23-162008 Legacy Serial No.: 6004376	133 MULBERRY ST UNIT C1 NEW YORK, NY 10013	449 ft
BUFFANNA INC License ID: 0340-21-118152 Legacy Serial No.: 1167865	141 MULBERRY STREET GRAND & HESTER STREETS NEW YORK, New York 10013	467 ft

Active Wine Licenses within 500 feet

Name	Address	Distance
Skybird Hospitality Partners LLC License ID: 0240-23-142301 Legacy Serial No.: 1353121	109-111 MULBERRY STREET NEW YORK, New York 10013	0.000000 miles
King Jade Garden Inc. License ID: 0240-24-125618 Legacy Serial No.: 6034159	171 HESTER ST NEW YORK, New York 10013	0.000000 miles
Icook Bowery Inc. License ID: 0240-24-133639 Legacy Serial No.: 6042426	90-92 Bowery NEW YORK, New York 10013	0.000000 miles
Italia Like Local Inc License ID: 0240-24-19322 Legacy Serial No.: 6027679	171 Canal Street NEW YORK, New York 10013	0.000000 miles
DL&Y LLC License ID: 0240-22-100325 Legacy Serial No.: 1320757	159 Canal Street New York, New York 10013	0.000000 miles



Chef's Recommended
每日推薦

- 五味鴨 1. Five Spice Duck 21 1500 42
- 五味雞 2. Five Spice Goose 28%
- 五味五花肉 3. Five Spice Pork Belly 15%
- 辣耳仔 4. Five Spice Pig Ear 12%
- 五味鴨翼 5. Five Spice Chicken Wing 12%
- 五味大腸 7. Five Spice Pig Intestine 17%
- 五味牛鞭 6. Five Spice Beef Shank 20%
- 五味豬嘴 8. Five Spice Pig Mouth 15%
- 五鞭毛鴨 10. Chicken w. Hair Pig 15 1500 29
- 醬油雞 11. Soy Sauce Chicken 15 1500 29
- 五味鴨飯 12. Five Spice Duck Over Rice 10
- 蔥油雞飯 13. Scallion Chicken Over Rice 9
- 醬油雞飯 14. Soy Sauce Chicken Over Rice 9
- 雙拼飯 15. Two Choice of BBQ Meat on Rice 10.50
- 三拼飯 16. Three Choice of BBQ Meat on Rice 12

LUNCH SPECIAL

午餐小菜

- 勝瓜牛肉 L1. Beef w. Sponge Cucumber
- 文竹燒肺 L2. Beef Brisket w. Bean Stick
- 菜心牛肉 L3. Beef w. Choy Sum
- 什菜雞球 L4. Chicken Ball w. Mixed Vegetable
- 茄子燒肺 L5. Pork Belly w. Eggplant
- 四季豆鹹肉 L6. Salted Pork w. String Bean
- 鮮菇雞球 L7. Chicken Ball w. Mushroom
- 豉汁肉片 L8. Sliced Pork w. Black Bean Sauce
- 鹽菜鮮魷 L9. Squid w. Pickled Cabbage
- 角蝦大腸 L10. Pork Intestine w. Pepper
- 咖喱雞片 L11. Curry Sliced Chicken
- 香煎牛 L12. Beef w. Tomato
- 魚香肉片 L13. Sliced Pork w. Garlic Sauce
- 宮保雞丁 L14. Kung Pao Chicken
- 爆菜蝦仁 L15. Shrimp w. Cashew Nuts



\$11.75

10:00AM - 4:00PM
After 4:00PM will be \$1.00 Extra

- 蒙古牛 L16. Mongolian Beef
- 滑蛋蝦仁 L17. Sautéed Shrimps with Scrambled Egg
- 白飯煎魚 L18. Pan-Fried Chinese Woodfish with Egg
- 唐蘭臘味 L19. Preserved Meats with Chinese Broccoli
- 花菜肉片 L20. Sliced Pork w. Cauliflower
- 鹹魚雞粒豆腐 L21. Diced Chicken w. Eggplant & Salted Fish
- 鹹魚雞粒豆腐 L22. Diced Chicken w. Tofu & Salted Fish
- 蓮藕小炒 L23. Lotus Root Stir Fry
- 家鄉菜球 L24. Sautéed Fillet Grouper Cubes Country Style
- 麻婆豆腐 L24. Mapo Tofu
- 洋葱豬扒 L25. Pork Chop w. Onion
- 京都骨 L26. Pork Chop w. Peeking Style
- 椒鹽骨 L27. Pork Chop w. Salt & Pepper
- 左宗雞 L28. General Tso's Chicken
- 芝麻雞 L29. Sesame Chicken
- 甜酸雞 L30. Sweet & Sour Chicken
- 甜酸排骨 L31. Sweet & Sour Spare Ribs
- 支竹牛腩 L32. Beef Brisket w. Bean Stick ... 14
- 咖喱牛腩 L33. Beef Brisket w. Curry 14
- 支竹羊腩 L34. Lamb w. Bean Stick 14
- 北菇蒸雞 L35. Steamed Chicken w. Mushroom 13
- 蔥油/豉汁炸魚 L36. Sautéed Mandarin Fish w. Black Pepper Sauce 15



YUANZAIBING

富城酒家

KING KONG
CHINESE RESTAURANT

929-480-8108

104 Mott St.
New York, NY 10013

OPEN HOURS
10AM - 11PM



AGREEMENT OF LEASE

Agreement of Lease, made as of this 1 day of March, 2025 between

Sky Tree Real Estate LLC, having an address at
party of the first part, hereinafter referred to as "OWNER" or "LANDLORD", and

King Kong NY Inc., having an address at
party of the second part, hereinafter referred to as "TENANT".

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

The first floor store space and cellar

in the building known as 104 Mott Street, New York, New York

in the Borough of Manhattan, City of New York, for the term of Ten (10) Years
(or until such term shall sooner cease and expire as hereinafter provided) to commence on the 1st day of March, Year of 2025,
and to end on the 29th day of February, Year of 2035

both dates inclusive, at an annual fixed Minimum Rent of:

See Attached Schedule A

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal, in which case the Tenant shall pay the first monthly installment on the execution hereof).

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 intends to and shall use and occupy demised premises for the purpose of

RESTAURANT ONLY

and for no other purpose. The Landlord makes no representation concerning the suitability of the space for the purposes intended. The Tenant shall hold the Landlord harmless from any claims resulting and/or arising from Tenant's use of the space including claims owing to the current or future condition of the premises. The 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 written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in writing by Owner, which approval may be withheld by Owner for any reason whatsoever, in Owner's absolute discretion. 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, but in no less an amount than \$2,000,000.00. If any mechanic's lien or lis pendens is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, or for any other reason, whether or not done pursuant to this article, the same shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by filing the bond required by law, or by doing any other thing or making any payment necessary for the removal of the lien. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner in 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 dated 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 installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to 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 the public portions of the building, but no portion of the demised premises, 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. Such permission by Owner, if at all, must be in writing, and may be withheld for any reason whatsoever in Owner's absolute discretion. 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 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

LY

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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. 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 matter 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 Section 235.00.

Estoppel Certificates: 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:

- (i) That this Lease is unmodified and in full force and effect, or if there have been any modifications, that the Lease is in full force and effect as modified, and setting forth the number of modifications, the dates of each and the nature of each;
- (ii) Whether or not there are then existing any claims against the Owner or set-offs or defenses against the enforcement of any of the provisions of this Lease upon the part of Tenant to be performed, observed or complied with, and if so, specifying the same;
- (iii) The dates to which the base rent, additional rent and other charges, fees, payments and expenses payable by Tenant under this Lease have been paid;
- (iv) The amount of Security, if any, then held by Owner; and
- (v) The commencement date and ending date of the Lease.

No Interference of Landlord's business and residence: 39: Tenant shall not interfere with the business of Landlord or any business owned by Landlord's principal or disturb any residence occupied by Landlord's principal or the family members of Landlord's principal by picketing, approaching, accosting, initiating communications with, distributing communications (orally or in writing) to, or otherwise disturbing visitors, customers, clients, and passerby at, in or near Landlord's business, Landlord's buildings, or any business owned by Landlord's principal, for the purpose of discouraging customers, clients, passerby from patronizing, visiting, or disturbing the business of Landlord, or any business owned by Landlord's principal, or any residence owned by Landlord's principal or family members of Landlord's principal. Tenant shall not publish in writing or orally make disparaging statements about the Landlord, Landlord's principal or the family member of Landlord's principal for the purpose of discouraging customers, clients and passerby from patronizing, visiting, or disturbing the business of Landlord, or any business owned by Landlord's principal, or any residence owned by Landlord's principal or family members of Landlord's principal. Tenant shall not engage in any act of economic coercion against the Landlord for the purpose of negotiating the terms of the within lease or any renewal or extension thereof, or for the purpose of obtaining a new lease from the Landlord. In the event Tenant shall be in violation of the within provision, Tenant agrees that Landlord, Landlord's principal and the family member of Landlord's principal are entitled to a temporary restraining order, a preliminary and permanent injunction from the court of appropriate jurisdiction enjoining Tenant from engaging in such activities.

Successors and Assigns: 40: 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.

Lease language: 41: This lease is the result of extensive negotiations between the Owner and Tenant and each party has been advised by counsel of his respective rights and obligations hereunder. It is agreed that both parties shall be deemed to have drawn this Lease in order to avoid any negative inference by any court as against the preparer of this lease and its rider and any related documents. In the event of any ambiguity in the languages of this Lease, such ambiguity shall not be construed against the preparer of this Lease and shall not be construed against one party over the other party.

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:

Landlord
Sky Tree Real Estate LLC



Witness for Tenant:

Tenant
King Kong NY Inc

By: 

