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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): ___ICook Bowery Inc _____

Trade name (DBA): SANMINWAGO

Premises address: _90-92 Bowery Street, Store 4 and 5 New York,NY10013 __aka 151-153 Hester Street, NY,NY

Cross Streets and other addresses used for building/premise:

_____HESTER Street and Grand Street_____

CONTACT INFORMATION:

Principal(s) Name(s): _____Jeffery Liu_____

Office or Home Address:  _____

Telephone #: 

Landlord Name / Contact: _____Eric Lam _____

Landlord's Telephone and Fax: ___917-608-0302_____

NAMES OF ALL PRINCIPAL(s): NAMES / LOCATIONS OF PAST / CURRENT LICENSES HELD

_____Eric lam _____

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

We are Asian Cuisine Restaurant focusing on dumpling , noodle and Chinese and Taiwan food

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.)

change from RESTAURANT WINE TO ON PREMISES LIQUOR

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

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: ICook Bowery Inc

DBA SANMINWAGO _____ License# 0240-24-133639 _____ Expiration Date: 9/30/2026 _____

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: 7 Year Built : 1900

Describe neighboring buildings: _____ commercial and residential buildings _____

Zoning Designation: _____

Zoning Overlay or Special Designation (applicable) _____

Block and Lot Number: 239 / 38

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? Restaurant _____

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? 35

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

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? N/A 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? _____ 1000sq_____

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

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

_____ N/A_____

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

How many entrances are there? __2_(one for customer one for kitchen)____ How many exits? _2_(one for customer one for kitchen)____ How many bathrooms ? __2 (one for customer one in kitchen for staff only)____ Is there access to other parts of the building? __x_ no ____ yes, explain: _____

OVERALL SEATING INFORMATION:

Total number of tables? _9____ Total table seats? __18_____

Total number of bars? __0____ Total bar seats? _0_____

Total number of "other" seats? __0_____ please explain : _____

Total OVERALL number of seats in Premises : __18_____

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? __NONE_____

Any food counters? __x_ 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. NONE

PROPOSED METHOD OF OPERATION:

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

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

What are the Hours of Operation?

Sunday: Monday: Tuesday: Wednesday: Thursday: Friday: Saturday:
10am to 2am 10am to 2am 10am to 2am 10am to 2am 10am to 2am 10am to 2am 10am to 2am

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) N/A

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: _____ N/A

Will you be permitting: promoted events scheduled performances outside promoters

any events at which a cover fee is charged? private parties NONE

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) _____
NO

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: NO SCHOOL OR CHURCH within 200FT

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: Jeffrey Liu Phone: [REDACTED]

Address: [REDACTED] B

Email: [REDACTED]

Application submitted on behalf of the applicant by:


Signature

Print or Type Name Jeffrey Liu

Title president

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, Chair

Liquor Stores

WORLD WINE GROUP INCSer #: 1335358	90 BOWERY STNEW YORK, NY 10013	0 ft
R & S 49 LIQUOR CORPSer #: 1297191	92 ELIZABETH STNEW YORK, NY 10013	353 ft

Church

Overseas Chinese Mission	280 ft
Grace Faith Church	324 ft
Buddhist Cultural Center of USA	374 ft
American Mind In Mind Buddhist Associate	374 ft
The American Buddhist Confederation	374 ft
Mahayana Temple Buddhist Association	406 ft
Church of Jesus Christ of Latter-Day Saints	415 ft

On Premises Liquor

88 KTV INCSer #: 1214733	97 BOWERY STREETHESTER & GRAND STREETSNEW YORK, NY 10002	78 ft
93 BOWERY HOLDINGS LLC & KITCHEN 93 INCSer #: 1255629	93 BOWERYNEW YORK, NY 10002	95 ft
CITYVIEW CHINATOWN LLCSer #: 1291356	93 BOWERY18TH FLNEW YORK, NY 10002	96 ft
BOWERY ST HOLG CORP, BOWERY ST ASSO LLC&LOWER EASTSer #: 1346716	141 151 BOWERYNEW YORK, NY 10002	311 ft
ORIGINAL VINCENTS EST 1904 INCSer #: 1025345	119 MOTT STREETNEW YORK, NY 10013	477 ft

NO SCHOOL within 500 FT

Certificate of Occupancy

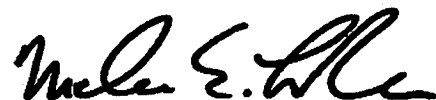
CO Number: 120151389F

This certifies that the premises described herein conforms substantially to the approved plans and specifications and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. *This document or a copy shall be available for inspection at the building at all reasonable times.*

A.	Borough: Manhattan	Block Number: 00239	Certificate Type: Final
	Address: 90 BOWERY	Lot Number(s): 38	Effective Date: 11/16/2020
	Building Identification Number (BIN): 1003136	Building Type: Altered	
This building is subject to this Building Code: 1968 Code			
<i>For zoning lot metes & bounds, please see BISWeb.</i>			
B.	Construction classification: 2-B	(2014/2008 Code)	
	Building Occupancy Group classification: B	(2014/2008 Code)	
	Multiple Dwelling Law Classification: NL		
	No. of stories: 7	Height in feet: 84	No. of dwelling units: 12
C.	Fire Protection Equipment: Standpipe system, Fire alarm system, Sprinkler system		
D.	Type and number of open spaces: None associated with this filing.		
E.	This Certificate is issued with the following legal limitations: None		
Borough Comments: None			



Borough Commissioner



Commissioner

Certificate of Occupancy

CO Number: 120151389F

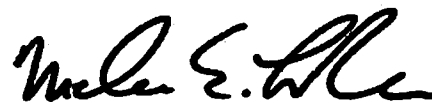
Permissible Use and Occupancy

All Building Code occupancy group designations below are 2008 designations.

Floor From To	Maximum persons permitted	Live load lbs per sq. ft.	Building Code occupancy group	Dwelling or Rooming Units	Zoning use group	Description of use
CEL	101	100	A-3		4	HOUSE OF WORSHIP
CEL	65	100	E		4	ACCESSORY AFTER-SCHOOL TUTORING SERVICES.
SC1		OG	S-2			MECHANICAL ROOM AND STORAGE
001	126	100	M		6	STORES
002	74	100	E		3	DAYCARE (2-6 YEAR OLD.
003	30	75	B		6B	OFFICES
004	30	75	B		6B	OFFICES
005		40	R-2	4	2	FOUR (4) APARTMENTS, _ACC. RESIDENTIAL RECREATIONAL AREA
006		40	R-2	4	2	FOUR (4) APARTMENTS
007		40	R-2	4	2	FOUR (4) APARTMENTS
ROF			S-2			BOILER ROOM, STAIR & ELEVATOR BULKHEADS
						NOTE: ALTERATION 12076835 AND ALTERATION 120151389 IS SIGNOFF SIMULTNEOUSLY AND FINAL COFO ISSUED UNDER JOB#120151389
END OF SECTION						



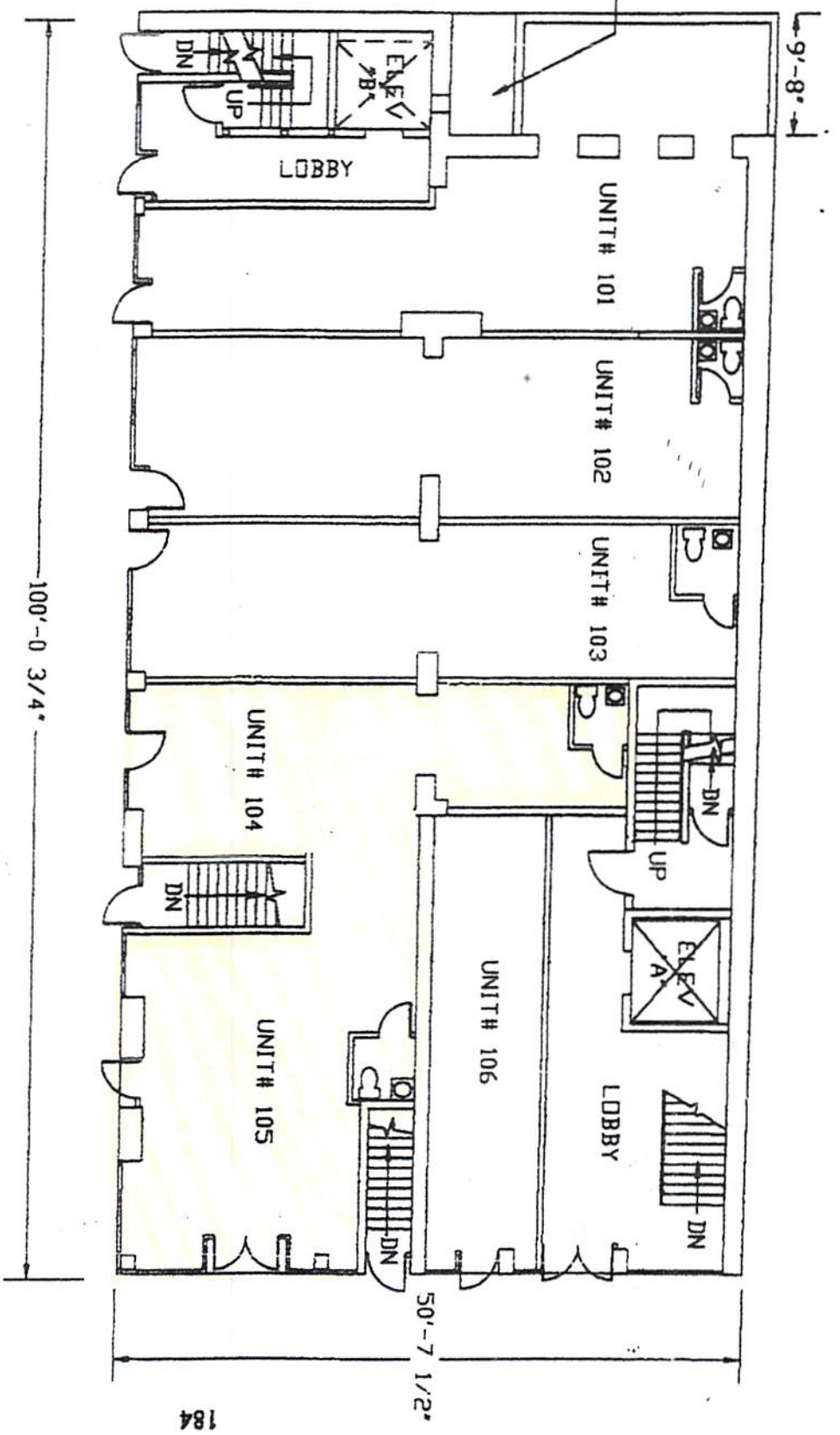
Borough Commissioner



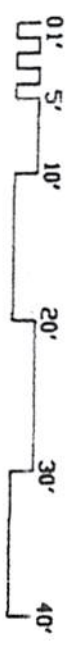
Commissioner

END OF DOCUMENT

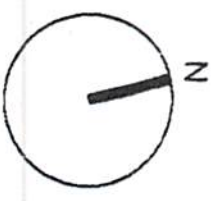
Handwritten marks: a stylized signature and a circled 'X'.



FIRST FLOOR PLAN

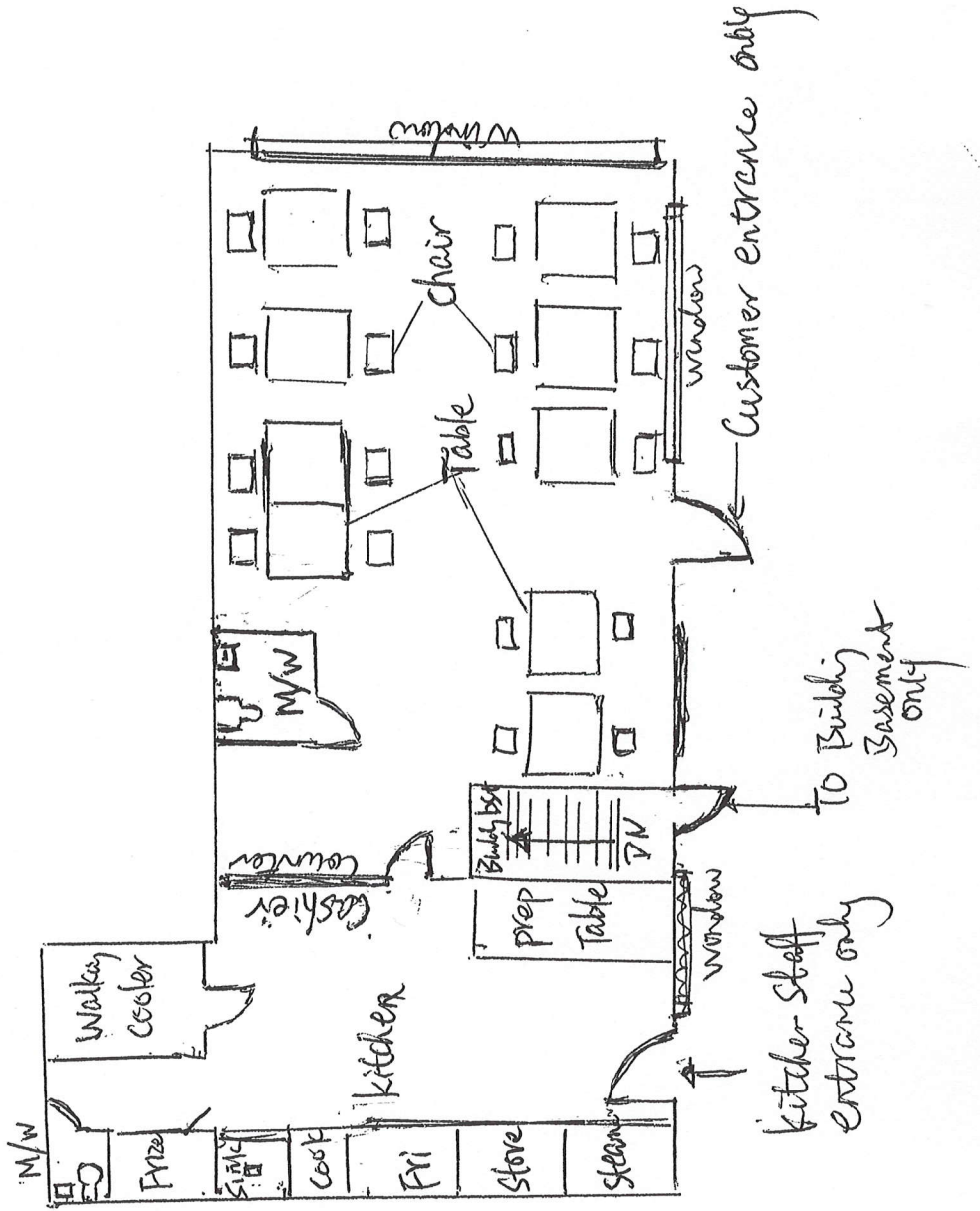


ALL DIMENSIONS ARE APPROXIMATED, MAY VARY FROM FLOOR TO FLOOR AND ARE SUBJECTED TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.



Name: Cook Bowery Inc DBA Saminago

Premise: 90-92 Bowery, NY, NY 10013
151-153 Hester St, NY, NY 10013



STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

2/94-A

Agreement of Lease, made as of this 7th day of November ~~2020~~ 2021, between

90 Bowery Enterprises LLC

party of the first part, hereinafter referred to as OWNER, and

icook Bowery INC. C/O Jeffery Liu

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

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

Store #4 and 5 Diagram Attached

in the building known as 90-92 Bowery a/k/a 151-155 Hester Street, New York, NY 10013
in the Borough of Manhattan, City of New York, for the term of 15 Years and 5 Year Option

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
15th day of November 2021 ~~November 2020~~ and to end on the
30th day of November 2036 ~~XXXX~~
both dates inclusive, at an annual rental rate of

See "Rent Schedule" Attached Hereto

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

Chinese Bakery

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 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 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 expense, 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

X  X 

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 mortgages, 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 subcontractor, and any agent, contractor, employee, invitee or licensee of any subcontractor. 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 thereto 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. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agree-

ment, 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:

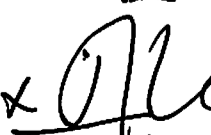

13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other

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

 Rider to be added if necessary.

x  x 

building. All walls 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 is 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 for such public utility. Owner shall not be subject to any liability for such public utility, or for such revocation, diminution or abatement of rent, nor shall such revocation, diminution or abatement be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

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

16. Bankruptcy: (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be called by Landlord by 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, commissioner or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for 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.

17. Default: (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 excitation 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, or which fact Owner shall be the sole judge; then, in any one or more of such events, upon Owner serving a written notice upon Tenant (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 said 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 intercede with a reasonable diligence and in good faith to remedy or cure such default, then Owner may serve a written notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days, this lease and the term hereunder shall expire as fully and completely as if the expiration of such five (5) day period were the day hereof 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 hereof or any part of either or in making any other payment hereof, then and in any of such events Owner may without notice re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and remove their effects or Tenant or other occupants 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.

18. Remedies of Owner and Waiver of Redemption: In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, Owner and/or Owner's assigns, 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 term of this lease and may grant concessions or free rent or charge a higher rental than 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 conveyed to be paid and the 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 next day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-letting, may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in his sole judgment, 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 therefor 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.

19. Fees and Expenses: 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 attorneys' fees, in instituting, prosecuting or defending any actions or proceedings 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.

20. No Repeal: Neither Owner nor Owner's agent have made any representations or promises with respect to the physical condition of the building, which is erected or the demised premises, the rents, leases, expenses or 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 in which the same form part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All undertakings and agreements hereof 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.

21. End of Term: Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender in good order and condition, ordinary wear excepted, and Tenant shall remove all Owner the demised premises, broom clean, in good term of this lease. Tenant shall quit and surrender to the expiration or other termination of the term of this lease.

22. Quiet Enjoyment: Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and conditions, on Tenant's part to be observed and performed, Tenant may peacefully 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 heretofore mentioned.

23. Failure to Give Possession: If Owner is unable to give possession of the demised premises on the date of the commencement of the holding over or re-entry of possession of a tenant, under a term of the term hereof, because of the holding over or retention of possession of a tenant, under a term of the term hereof, 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 way 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 until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease, and the date specified as the commencement of the term of this lease, Tenant and agrees that such possession 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 Waivers:

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 judgement 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.

Water Charges:

28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory 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, on the first day of each month,

$\frac{\$}{\%}$ the total meter charges, as Tenant's portion. Independently of and in addition to any of the remedies reserved in 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.

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

Space to be filled in or deleted.

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 \$ _____, on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

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 \$50,886.30 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.

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:

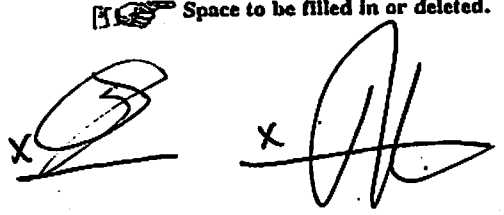
33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said 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-enter" 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.

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



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.

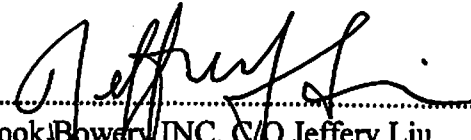
Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall 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.

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:


.....
90 Bowery Enterprise LLC
.....


.....
icook Bowery, INC. c/o Jeffrey Liu
.....
11/12/2021
.....

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.

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 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.

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.

.....
 Guarantor's Residence

.....
 Business Address

.....
 Firm Name

STATE OF NEW YORK) ss.:

COUNTY OF)

Dated: 19

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.

.....
 Guarantor

.....
 Witness

.....
 Notary

IMPORTANT - PLEASE READ

**RULES AND REGULATIONS ATTACHED TO AND
 MADE A PART OF THIS LEASE
 IN ACCORDANCE WITH ARTICLE 35.**

- 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 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.
- If the premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curbs in front of said premises clean and free from ice, snow, etc.
- 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.
- 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.
- 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 tables 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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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 © Copyright 1994. All rights Reserved.
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Dated

Rent Per Year

Rent Per Month

Term
 From
 To

Drawn by
 Checked by
 Entered by
 Approved by

X _____
 X _____

RIDER TO LEASE

Date: November 7th, 2021
Landlord: 90 Bowery Enterprises LLC
Tenant: icook Bowery Inc. c/o Jeffery Liu
Premises: 90-92 Bowery a/k/a 151-155 Hester Street
New York NY 10013, Store# 4 and 5 as shown in the diagram attached hereto

1. RIDER CONTROLS.

In case of any conflict between this rider and the printed part, the rider will control. Any singular word or plural word throughout this lease shall be read in the singular or plural wherever the sense of the word requires it.

2. AMENDMENT

This lease may not be modified or amended except in writing signed by both parties.

3. ASSIGNMENT.

There shall be absolutely no sub-letting nor any assignment of this lease, without the prior written consent of the landlord on each occasion, and landlord shall not unreasonably withhold same, provided there are no defaults under the terms of this lease and the costs of investigation and the landlord's attorney and administrative fees are paid for by tenant, not to exceed \$2,500.00 per occurrence. A transfer of a controlling interest whether by one or more transactions in a corporation tenant shall be deemed an assignment hereunder. Each assignment the Landlord will have the right to 1 additional month of Security Deposit.

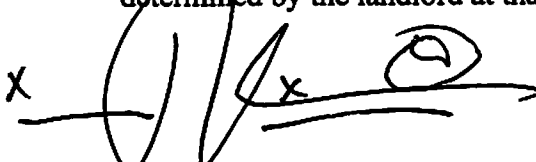
4. PAYMENT OF RENT AND RENT SCHEDULE.

(a) The tenant agrees that the rent hereunder provided to be paid shall become due and payable to the landlord without demand thereof and without offset or defense of any kind whatsoever. If the tenant shall allege or claim any damages resulting from any breach or alleged breach by the landlord under the terms of this lease or claim of any kind whatsoever arising in favor of the tenant against the landlord, the tenant agrees that such claim shall not be asserted and may not be asserted against the landlord as either as a counterclaim, set-off or defense in any action or proceeding brought by the landlord against the tenant for the payment of rent or recovery of possession of the demised premises. Such claim by the tenant against the landlord shall only be enforced, prosecuted or maintained by a separate action or proceeding brought against the landlord and may not be consolidated with any action or proceeding brought by the landlord to recover rent or to recover possession of the demised premises.

(b) Tenant agrees to pay rent in accordance with the following schedule:

Year	Period	Monthly Rent	Annual Rent
	11/15/21-11/30/21	<u>\$6933.34</u>	
1	12/1/21-11/30/22	\$13,000.00	\$156,000.00
2	12/1/22-11/30/23	\$13,390.00	\$160,680.00
3	12/1/22-11/30/24	\$13,791.70	\$165,500.40
4	12/1/22-11/30/25	\$14,205.46	\$170,465.52
5	12/1/22-11/30/26	\$14,631.63	\$175,579.56
6	12/1/22-11/30/27	\$15,070.58	\$180,846.96
7	12/1/22-11/30/28	\$15,522.70	\$186,272.40
8	12/1/22-11/30/29	\$15,988.39	\$191,860.68
9	12/1/22-11/30/30	\$16,468.05	\$197,616.60
10	12/1/22-11/30/31	\$16,962.10	\$203,545.20
11	12/1/22-11/30/32	\$17,470.97	\$209,651.64
12	12/1/22-11/30/33	\$17,995.10	\$215,941.20
13	12/1/22-11/30/34	\$18,534.96	\$222,419.52
14	12/1/22-11/30/35	\$19,091.01	\$229,092.12
15	12/1/22-11/30/36	\$19,663.75	\$235,965.00

(c) Option Period- Provided Tenant is not in default of the Lease, Tenant shall have the option to renew the within Lease for one additional period of Five (5) years. Tenant shall notify Landlord in writing by certified mail return receipt requested at their intention to renew the lease at least 180 days prior to expiration of the original term, the rent for the option period will be determined by the landlord at that time.

X  X

(d) Rent Concession for Renovation – At the signing of the lease Tenant is granted rent credit equal to Three (3) Months (Base Rent only) in the event the tenant does file any applications during the rent concession period the landlord will only provide Two (2) Months rent concession. Once the landlord has received sign offs tenant shall receive a credit of \$13,000.00.

(e) Rent and any additional rent, including but not limited to late payment charge, repairs, utilities charges, etc. are due on the first day of each and every month. If a payment is not received by the 5th day of the month, a penalty charge of 5% of the monthly rent will be charged to tenant as late payment penalty. In addition, a processing fee of \$100.00 will be charged to tenant for any check tendered for payment which is returned for non-payment.

In the event Tenant shall fail to pay the rent and/or additional rent reserved herein in a timely fashion, each and every month during the term of this lease and the Landlord, due to the Tenant's failure to pay the rent and/or additional rent, shall commence two or more legal proceedings in any twelve (12) month period for Tenant's failure to pay rent and/or additional rent, whether or not said legal proceedings result in a final judgment, stipulation, withdrawal or dismissal, then and in such event the Landlord shall have the right to terminate this lease agreement and the Tenant's tenancy upon five (5) days written notice to Tenant, and the term of this lease shall terminate at the end of such five (5) day period and the Landlord shall be entitled to commence a summary holdover proceeding or any other type of proceeding against the Tenant or to remove the Tenant from the premises and regain possession of the premises. The Tenant shall not be entitled to any notice other than the said five (5) day notice of termination and shall not have the right to cure said default.

(f) Once the letter of completion or certificate of occupancy and/or sign offs of all applications related to this premises renovation, tenant must provide a copy to the landlord and the tenant complies with all the requirements listed in paragraph 15.

(g) Payment of rent shall be sent to:
90 Bowery Enterprise, LLC
90 Bowery Unit 406
New York, NY 10013

5. USE OF PREMISES.

Supplementing paragraph "2" of the form of the lease. All business are to be operated in a first class manner.

6. DAYS/HOURS OF OPERATION.

Intentionally Omitted.

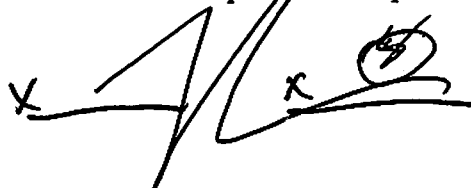
7. REAL ESTATE TAXES.

It is understood and agreed as additional rent, the tenant shall pay their proportionate share of 13.71% of any increases in the real estate taxes of and assessments and 13.71% of Chinatown BID imposed on the entire buildings whether such increase be affected by an increase in the tax rate or by assessment over the period July 1, 2021 to June 30, 2022, which is \$376,514.36. Such sums shall be collectible as additional rent. Tax bills or photocopies thereof shall be sufficient evidence of the amount of such taxes. The tax liability hereunder shall be prorated for any partial fiscal years of this lease. Tenant will not pay for any increases for the first 15 Months of the lease.

If and when the demised premise (Store 4 and 5) is assigned to its' own block and lot number and assessed separately. Tenant shall continue to reimburse Landlord for property taxes based on the last assessment billed by the Department of Finance under the block #239, lot #38 and the reimbursement to landlord. Real Estate Tax Payment starts March 1st 2023.

8. UTILITIES.

The landlord shall not be responsible to provide any services to the premises or any portion of the building of which the demised premises form a part, and the tenant shall be responsible for all utilities consumed in connection with the use of the demised premises including gas, electricity, and other utilities. The tenant shall make payment for the same directly to the utility companies. The landlord has provided a source to obtain the utilities such as gas and electricity only. Tenant is responsible to open an account with the appropriate utilities company.



9. SECURITY DEPOSIT.

The amount of security deposit is equal to Three (3) months' rent of the 10th year term of the lease, in the amount of \$50,886.30 is to be paid at the signing of this lease agreement.

Tenant may not apply the rental security towards the payment of the monthly rent or any additional rent. This clause shall survive the termination or cancellation of the lease. The rental security shall bear no interest to tenant. At the end of the lease, it will be returned to tenant when tenant has vacated the premises in good condition and if tenant is not in default.

Security deposit may be used by landlord in the case of default by the Tenant. If landlord applies or retains all or any portion of the security, Tenant on demand shall pay to Landlord the amount so applied or retained so that the security shall be replenished to its former amount and at all times shall equal to Three (3) months' rent as above.

10A. INSURANCE.

Tenant shall, at its own cost and expense, procure and maintain during the entire term of this agreement, general public liability insurance from a reputable company licensed to do business in the State of New York, insuring the tenant and the landlord and its managing agent, as an additional insured in the minimum single limit of \$2,000,000.00 for bodily injury and property damage. Tenant shall, at its own cost and expense, procure and maintain fire and extended coverage insurance in amounts sufficient to cover tenant's fixtures and personal property for their fully replacement value and shall deliver the original policies or a Certificate of Insurance issued by the insurance carrier for both coverage of fire and liability insurance, to the landlord within 15 days of the commencement of the term of this agreement. Upon failure of the tenant to so deposit said policies or Certificates of Insurance, the landlord may procure said insurance coverage on its own application and the amount of the premises, if paid by the landlord shall be paid by the tenant to the landlord within 10 days of payment of said premium, and shall be considered as additional rent reserved hereunder, and collectible with the same remedies as if originally reserved as rent.

Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the demised premises, or bring in anything or keep anything therein which shall increase the rate 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 there from, which shall be due and payable as additional rent hereunder. Notwithstanding the foregoing parties agree that in the event the fire insurance rate increases as a result of the tenant's use as a bakery, said increases shall be equally shared by the landlord and tenant.

10B. PLATE GLASS INSURANCE.

The tenant shall maintain at his own cost and expense, the interior of the premises including the windows and glass within the premises, and in lieu of plate glass insurance, the tenant shall immediately replace any broken or cracked glass, including entrance door forming a part of the demised premises.

11. PROPERTY DAMAGE.

The tenant waives any and all claims against the landlord, and the landlord shall not be responsible for any damage to tenant's personal property or to any property of third parties located within the demised premises, caused or resulting from steam, gas, electricity, water, rain or snow, which may leak or flow from any part of said building, or from the pipes, appliances or from any other place. The landlord shall not be responsible for damages resulting from acts of vandalism to the demised premises or to the building of which it forms a part.

12. WATER LEAKS AND VANDALISM.

Tenant agrees to use and occupy the Demised Premises at Tenant's own risk; and Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or fixtures or other personal property of Tenant or those claiming by, through or under Tenant. The provisions of this section shall be applicable from and after the execution of this lease and until the end of the term of this lease, and during such further period as Tenant may use or be in occupancy of any part of the Demised Premises.

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 including acts of vandalism, 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.

13. HOLD HARMLESS.

Tenant agrees to indemnify and hold landlord harmless from and against any and all claims, action, damages, liens, liabilities and expense, including but not limited to attorney's fees, in connection with loss of life, personal injury and/or damage to property occurring on the premises or arising from or out of tenant's occupancy or use of the premises or any portion thereof Tenant shall promptly pay or discharge any and all of such claims at tenant's expense.

14. AS IS.

It is distinctly understood and agreed that the landlord does not warrant the fitness for use of the premises for the purpose for which the tenant intends to use the same and that the landlord has made no representations whatsoever with respect to the physical condition of the premises. The tenant represents that tenant has made a thorough inspection of the demised premises and agrees to accept the same in its "as is" condition. It is specifically understood that no representation has been made by the landlord that the business intended to be conducted by the tenant is permissible under applicable zoning laws or ordinances.

15. RENOVATION AND REPAIR

The tenant may alter the premises for use for the purpose intended provided the plans are submitted to the landlord and the tenant obtains the written approval of landlord prior to any construction work. The landlord shall not unreasonably withhold such approval. All construction work shall be performed by licensed and insured contractors and the tenant shall obtain all necessary licenses, permits and approvals and otherwise comply with all laws, rules and regulations of the various governmental agencies having jurisdiction over the premises and the business conducted by the tenant. Tenant is responsible in removal of all construction material from premise. Tenant shall be fully responsible for any damages including but not limited to existing conduits, cables wire and utility pipes, which may be behind sheetrock walls.

Tenants' construction work shall not cause any issues to the structure and existing services of the property.

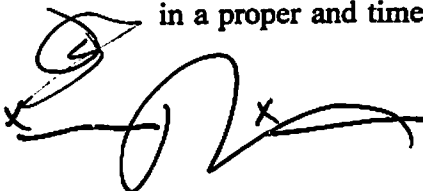
The tenant shall deliver to the landlord copies of letters of completion and/or sign-offs for any and all work or modifications promptly after completion of construction work including but not limited to the signage, HVAC, hot water heater, sprinkler system, plumbing and electrical. In no case shall the letter of the completion and/or sign-off be received by the Landlord more than two (2) months after completion of said work.

Prior to any work to be performed, Tenant must deliver proof of insurance from Tenant's contractor(s) insuring the Tenant and **the landlord and its managing agent, as an additional insured** in the minimum single limit of \$2,000,000.00 for bodily injury and property damage. Tenant's contractor(s) must also submit proof of Workmen's Compensation Insurance and Disability Insurance prior to any work to be performed.

During the term of this lease, the landlord shall not be called upon to make repair of any kind. The Tenant shall take good care of the premises and all equipment within, including but not limited to plumbing, heating and electrical fixtures and shall maintain the same in good repair and condition at all times. Any improvement affixed to the premises shall become the property of the landlord and shall remain on the premises at the expiration of the lease, unless landlord elects to have the premises restored to its' original condition. Tenant is responsible to make any and all repairs and compensation for any and all damages caused by the tenant including but not limited to fire or any other casualty which incident occurs in the tenant's premises, except for structural repairs and repairs to the roof of the building, which is landlord's responsibility.

16. PLUMBING AND HVAC REPAIRS

Tenant shall pay and be responsible for all repairs and maintenance to the premises including but not limited to plumbing fixtures and HVAC system. Tenant agrees to reimburse Landlord for all such repair work if such work is performed by Landlord due to Tenant's failure to take care of it in a proper and timely manner after expiration of any applicable cure periods. In the event, the



tenant installs a new plumbing line, the tenant must receive the landlord's approval on the location of the plumbing lines.

17. SPRINKLER SYSTEM AND FIRE ALARM.

Anything herein contained to the contrary notwithstanding, in the event the demised premises should or does require now or at any time during the term of this lease, by any governmental agency, the installation or modification of sprinkler system or the relocation of any sprinkler heads, the tenant shall be responsible at his own cost to install and maintain the portion of the sprinkler system within the demised premises in accordance with paragraph no. 29 of the subject lease. The tenant must retain a licensed contractor designated by owner, and provide all plans and permits approved by the appropriate governmental agencies prior to the commencement of any construction. Tenant shall be fully responsible for any changes to the existing fire alarm system due to its renovation, and tenant must retain a licensed contractor designated by the owner to perform such changes.

18. NOTICES:

All notices under its lease are to be sent by certified mail return receipt requested as follows:

To Landlord: 90 Bowery Enterprise LLC
 90 Bowery Unit 406,
 New York, NY 10013

To Tenant: icook Bowery Inc.
 C/O Jeffery Liu
 90-92 Bowery, a/k/a 151-155 Hester Street, Store #4 and #5
 New York, NY 10013

19. CLEANLINESS AND ORDER

Tenant shall keep the premises clean and in good order. Tenant may not put its personal property in the hallway, stair case or any public areas. Tenant shall maintain the premise free of vermin, roaches, rodents, and other insects and shall cause same to be exterminated regularly at least once a month. Tenant shall remove its own rubbish/refuse by private carting service. Landlord may request copies of the bills as evidence.

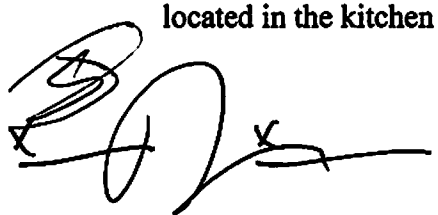
20. SIGNAGE.

Upon Landlord prior written consent, which shall not be unreasonably withheld or delayed, Tenant may at their cost and expense install their signage, banners, flags and/or awnings on the façade of the building. Tenant shall be responsible to pay all permit fees. All construction work shall be performed by licensed and insured contractors and the tenant shall obtain, all necessary licenses, permits and approvals and otherwise comply with all laws, rules and regulations of the various governmental agencies having jurisdiction over the premises and the business conducted by the tenant.

21. ACCESS.

Tenant agrees that Landlord, its worker or agent may be given access to the premises for meter reading, inspection, wire installation and other repairs to the premises of any nature, when required. In furtherance of the supplementing paragraph numbered 13 of the printed form, Landlord on prior notice to Tenant may enter into to the demised premises to use, maintain, and/or install conduits including but NOT limited to electrical wiring, chimney, telephone wires, cables, ducts for HVAC, plumbing, pipes, structural columns, and sprinkler system, without the same constituting an eviction, nor shall the tenant be entitle to abatement in rent while such work is in progress, nor any damages by reason of loss or interruption of business or otherwise. Landlord will exercise its best effort to perform any work without interfering with tenant's ability to conduct its business. Failure to comply with this provision shall be deemed a material breach of this lease where landlord may serve upon tenant a written five (5) days' notice of cancellation of this lease, and upon expiration of such five (5) day period, this lease and the term thereunder shall end and expire as if the expiration of such five (5) day period were the day fixed for the expiration of this lease and term.

Tenant must replace current drain lines in the space due to the aging drain pipes, the tile floors located in the kitchen must be regouted to prevent any water leaks.



22. SMOKING PROHIBITED IN BUILDING

The building in which the premises are located is a "smoke free building". Accordingly, smoking is prohibited in the premises as well as all public areas of the building (including hallways, corridors, stairways, toilets, elevators, etc) Violation of this condition by the Tenant or Tenant's employees/agents will be considered a material breach of this agreement, entitling Landlord to all remedies available in the case of such a breach, including the right of Landlord to terminate this Lease Before exercising such right of termination, Landlord shall serve a five (5) day notice to Tenant.

23. MECHANIC'S LIEN.

Tenant shall not cause any mechanic's lien to be filed against the demised premises or the building it forms a part. If Tenant has not discharged of record, by bond, payment or otherwise any mechanic's lien filed against the building of which the demised premises are a part by reason of any work performed for, or materials furnished to or on behalf of Tenant within twenty (20) days after such lien has been filed, Landlord, at its option, may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, Landlord may request the lien or to prosecute an appropriate action to enforce its claim, and Landlord may pay any judgment recovered on such claim. Any amount paid or costs and expenses incurred by Landlord in connection with the discharge of any mechanic's lien and any subsequent proceedings related thereto, including reasonable attorney's fees incurred by Landlord, and interest at the then highest prevailing rate computed on the amount paid by Landlord from the date of payment shall be deemed additional rent hereunder and shall be due and payable by Tenant to Landlord within five (5) days of the rendition to Tenant of a bill for said additional rent.

Any breach of this provision shall be deemed material entitling Landlord to terminate the within lease in accordance with paragraph numbered 17 of the printed form.

24. MODIFICATIONS REQUESTED BY LENDER

If in connection with obtaining financing or for the building of which the Demised Premises form a part, a banking, insurance or other institutional lender shall request reasonable modifications to this lease as a condition to such financing, Tenant shall not unreasonably withhold or delay its consent thereto, provided such modifications do not materially adversely affect the leasehold interest hereunder or increase Tenant's obligations hereunder.

25. ESTOPPEL CERTIFICATES

Tenant shall execute, acknowledge and deliver to Landlord, promptly upon request, a certificate stating: (a) that this lease is unmodified and in full force and effect, (b) the commencement and expiration dates of the term of this lease, (c) the dates through which fixed rent and additional rent have been paid; (d) whether or not there is any existing default by Landlord or Tenant with respect to which a notice of default has been delivered, and if there is any such default, specifying the nature and extent thereof, (e) that this lease is subordinate to any existing or future mortgage placed by landlord on the building; and (f) whether or not there are any setoffs, defenses or counterclaims against the enforcement of any of the agreements, terms, covenants or conditions of this lease to be paid, complied with or performed by Tenant Any such certificate may be relied upon by Landlord and any mortgagee, purchaser or other person with whom Landlord may deal.

26. LEASE EFFECTIVE DATE

The submission of this lease to Tenant shall not be construed as an offer or option, and Tenant shall not have any rights hereunder unless and until Landlord shall execute a copy of this lease and deliver the same to Tenant.

27. LEGAL FEE

In the event of any summary proceeding or legal action against the tenant to enforce tenant's obligations under the lease agreement, and should the landlord shall prevail, the tenant shall reimburse the landlord for any and all court fees, marshal fees, moving expenses, and attorney fees.

28. COLLECTION OF JUDGMENT

Tenant's remedies for collection of a judgment (or other judicial process) requiring the payment of money by landlord, or its successors in interest, shall be limited to the interest of landlord, or its successor in interest, in the land and building of which the demised premises form a part, and no

other property or assets of landlord, its successors, agents or officers shall be subject to levy, execution or other enforcement proceeding for the satisfaction of tenant's remedies.

29. HAZARDOUS MATERIALS AND PROHIBITED ACTIONS

Tenant shall refrain from the collection, storage and use of dangerous, hazardous and flammable materials in the demised premises. Moreover, any operation of illegal activities including but not limited to gambling, prostitution, pornographic trades, selling or storage of illegal counterfeit products in the demised premises are strictly prohibited. Tenant shall refrain from causing nuisance and disturbance in the demised premises and also to the other occupants of the building, including but not limited to excessive noise, smoke, smell or vibration. Sleeping, staying overnight, cooking and other residential acts are also prohibited.

30. COMPLIANCE WITH LAW.

The tenant shall maintain and operate its business in compliance with all laws, ordinances, and regulations of all governmental agencies having jurisdiction of the premises and/or business. Tenant shall comply with all notices of violations and correct such violations within ten (10) days of any notice. In the event the violations are not so corrected, landlord has the right to correct the violation on behalf of the tenant, and tenant shall immediately reimburse landlord for any and all expenses incurred as a result. The landlord shall also have the right to terminate or cancel this lease upon five (5) days' notice to the tenant. Notwithstanding any termination or cancellation by the landlord, the tenant shall be responsible and remain liable for all damages, costs, fines, expenses and attorney fees resulting from tenant's failure to correct any violations.

31. LEASE GUARANTEE:

If the tenant is a corporation, its following principles shall each personally, absolutely and guaranty the performance of the lease and the payment of rent and the additional rent Landlord may proceed directly against Guarantor without being required to proceed against Tenant.

Name	Address	SS#
Jeffery Liu	111 Worth Street APT 6H New York, NY 10013	328-76-8321

32. COMMON AREA, STORAGE ROOMS, METER ROOMS:

Tenant agrees that there are common areas, storage rooms, mechanical rooms, meter rooms, etc. located in the cellar and sub-cellar which are part of the common elements of the building, and that tenant agrees not to use any parts of it for storage, and for its exclusive use.

33. STORE FRONT

Tenant agrees to not make any changes to it without Landlord's written approval which shall not be unreasonably withheld.

34. SIDEWALK

The Tenant shall be responsible to maintain the sidewalks fronting the entrances into the premises in a clear and clean condition free of snow, ice, trash, debris and other obstructions, and shall be responsible for payment of all summonses, penalties and costs of any violations issued for failure to maintain said clean condition. Tenant mat NOT use any portion of the sidewalk for display or sale of any kind whatsoever. Tenant is responsible to maintain the handicap ramp. Tenant is also responsible that the premise is handicap accessible according to all local laws and regulations at tenants own cost. In the event the Tenant needs to make any changes to the entrances of the premise the tenant must provide the plans to the landlord and the tenant must obtain the written approval of landlord prior to the construction work. In the event, the sidewalk is need of repair, the landlord is permitted to repair or replace the sidewalk as long as the landlord has informed the tenant within reasonable notice.

35. WATER LEAKS AND VANDALISM: Tenant agrees to use and occupy the Demised Premises at the Tenant's own risk; and Landlord shall no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or fixtures or other personal property of Tenant or those claiming by through or under Tenant. The provisions of this section shall be applicable from and after the execution of this lease and until the end of the term of this lease, and during such further period as Tenant may use or be in occupancy of any part of the Demised Premises.

X 

X 

36. HEATING:

Tenant agrees to maintain the heating of least 55° Fahrenheit during the winter months to prevent the pipes from freezing.

37. HEATING AND AIR CONDITION CONDENSER:

Owner has installed two condensers for heating and air conditioning use which shall be in as in condition, on the 1st floor roof as designated by Landlord. Tenant shall be responsible to maintain, repair and/or replace the condenser and the entire system of heating and air conditioning including by not limited to conduits running from condenser to demised premises. Tenant shall be responsible for any future permit fees related the condenser unit.

38. NOT BINDING:

It is understood and agreed that this lease is offered to the for signature, subject to the Landlord's acceptance and approval, and this Lease is not binding until the Landlord had affixed his signature thereto.

39. WATER METER:

Tenant Shall pay all charges for water and sewer rent as per the sub-meter (_____) readings and billings and tenant shall pay same within five days of presentation of any bills Failure to comply herewith shall be deemed a material breach of this lease. The sub-meter reading at the commencement of the lease term is _____.

40. MONTHLY DRAIN/GREASE TRAP CLEANING:

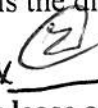
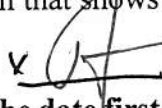
Tenant will agree to a monthly cleaning of the drain line and of the grease trap. Tenant will reimburse the landlord all cleaning fees associated with the cleaning to prevent and clear any build up in the grease trap and drain line.

41. HOLDOVER:

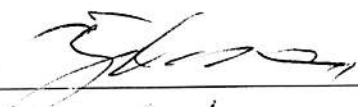
Should Tenant hold over after expiration or termination of the lease, tenant is deemed a month to month Tenant. All covenants and conditions of the lease continue to bind tenant except Tenant is obligated to pay for use and occupancy at a rate equal to two times the monthly rent including additional rents payable by tenant for the last month before expiration or termination of the lease.

42. STRUCTURE WALLS

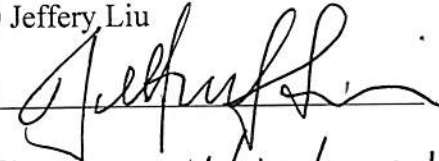
Tenant is aware of that there are structure walls located in the premise. Under no circumstances may the tenant alter the structure walls whatsoever. Attach to the lease is the diagram that shows the structure walls.

43. Good Guy Guaranty attached to this Lease x  x 
IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the date first above written.

Landlord:
90 Bowery Enterprise LLC

By: 
Date: 11/15/21

Tenant:
icook Bakery INC.
C/O Jeffery Liu

By: 
Date: 11/12/2021

NOODLE SOUP 湯面



台灣牛肉面

TAIWANESE BEEF
NOODLE

\$12.50



蝦餃面 (內有豬肉)

SHRIMP DUMPLING
NOODLE
(Contain Pork)

\$9.00



豬扒面

PORK CHOP
NOODLE

\$10.00



當歸羊肉面

DONG QUAI LAMB
NOODLE

麻辣羊肉面

HOT AND SPICY
LAMB NOODLE

\$13.50 each

COLD DISHES 涼菜

五香牛腱

Five Spice
Beef Shank

\$5

麻辣豬舌

Spicy Pig's Tongue

\$5

花生小魚干

RICE BOWL

米飯類



台灣滷肉飯

TAIWANESE
BRAISED PORK

\$9.00



咖喱薯仔雞飯

CURRY CHICKEN
W. POTATO

\$12.00



台式豬扒飯

TAIWANESE
PORK CHOP

\$10.00



蜜汁芝麻脆雞飯

HONEY SESAME
CRISPY CHICKEN

\$12.00



古法排骨飯

HERBAL
SPARE RIB

\$12.00



九層塔牛肉飯

BEEF W. BASIL

\$13.50



黑椒腩片豆腐飯



01 招牌韭黃鍋貼

SIGNATURE: PORK W.
YELLOW CHIVE

\$7



02 雞肉大白菜鍋貼

CHICKEN WITH NAPA

\$8



03 玉米豬肉鍋貼

CORN WITH PORK

\$8



04 韭菜豬肉鍋貼

CHIVE WITH PORK

\$8



05 韓式泡菜鍋貼

KOREAN KIMCHI
W. PORK

\$10



06 鮮蝦豬肉鍋貼

SHRIMP WITH PORK

\$10

BOILED DUMPLINGS 水餃 (8pcs.)



07 招牌韭黃水餃

SIGNATURE: PORK W.
YELLOW CHIVE

\$7



08 雞肉大白菜水餃

CHICKEN WITH NAPA

\$8



09 玉米豬肉水餃

CORN WITH PORK

\$8



10 韭菜豬肉水餃

CHIVE WITH PORK

\$8



11 韓式泡菜水餃

KOREAN KIMCHI
W. PORK

\$10



12 鮮蝦豬肉水餃

SHRIMP WITH PORK

\$10

冷凍水餃

FROZEN DUMPLING

\$13+



地瓜粥

SWEET POTATO CONGEE

\$3



一顆綠香檸
PERFUME
GREEN
LIME

\$6.50



珍品黑糖鮮奶
BAKED
BRULEE
MILK LATTE

\$6.50



香芋珍珠拿鐵
TARO
LATTE

\$6.95



白蘭茉莉拿鐵
ORCHID
JASMINE
LATTE

\$6.95



百香茉莉
PASSION
FRUIT
JASMINE

\$6.95



古早港式拿鐵
VINTAGE
HONGKONG
LATTE

\$6.95

配料 CHOOSE YOUR TOPPINGS

- 珍珠
Bubble
- 水晶珍珠
Crystal Boba
- 燒仙草
Herbal Grass Jelly
- 椰果
Coconut Jelly
- 荔枝味爆爆珠
Lychee Popping Boba
- 草莓味爆爆珠
Strawberry Popping Boba
- 芋泥
Taro Paste
- 芋泥味爆爆珠
Taro Popping Boba
- 芝士爆爆珠
Cheese Popping Boba

HOT DRINK 熱飲

S小

M中

L大

\$1.75

\$2.50

\$2.95

咖啡

COFFEE

奶茶

MILK TEA

檸檬茶

LEMON TEA

蜂蜜檸檬

LEMON W. HONEY

生姜蜜

GINGER HONEY

柚子蜜

CITRON HONEY

COLD DRINK 冷飲

M中

L大

\$3.50

\$5.00

咖啡

COFFEE

奶茶

MILK TEA

ICE CREAM 雪糕

1

Scoop

\$5.50

2

Scoop

\$7.25

3

Scoop

\$8.50



紫薯雪糕

UBE (PURPLE YAM)



香草雪糕

MADAGASCAR VANILLA



抹茶雪糕

MATCHA GREEN TEA





Sanmiwago



212-796-2866



sanmiwago.com



90 Bowery.
New York, NY 10013

Mon-Sun: 10am - 2am



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