

Execution Copy

1350 LLC,

Landlord,

and

RUGFRIT 1350 LLC,

Tenant.

LEASE

Premises: Portion of the Ground Floor

1350 Avenue of the Americas

New York, New York

Dated: February 14, 2007

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LEASE

THIS LEASE is made as of the 14th day of February, 2007, between **1350 LLC**, a Delaware limited liability company, having an office at c/o SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170 ("Landlord"), and **RUGFRIT 1350 LLC**, a New York limited liability company having an office c/o Bice Restaurant Group, 2455 Hollywood Boulevard, Florida 33020 ("Tenant").

Landlord and Tenant hereby covenant and agree as follows:

ARTICLE 1

BASIC LEASE PROVISIONS

PREMISES

The portion of the ground floor of the Building, substantially as shown by the hatching on Exhibit A, which Landlord and Tenant agree contains 2,270 rentable square feet.

BUILDING

The building, fixtures, equipment and other improvements and appurtenances now located or hereafter erected, located or placed upon the land known as 1350 Avenue of the Americas, New York, New York.

COMMENCEMENT DATE

The date of unconditional execution and delivery of this Lease by Landlord and Tenant.

POSSESSION DATE

The date which is the earlier to occur of (a) the date upon which Landlord's Work shall be Substantially Completed in accordance with the terms of this Lease and (b) the date Tenant (or any person claiming by, through or under Tenant) occupies any portion of the Premises for the performance of alterations or for the conduct of business.

RENT COMMENCEMENT DATE

The date which is the earlier to occur of (a) the date which is the seventh month anniversary of the Possession Date and (b) the date that Tenant opens for business.

EXPIRATION DATE

The last day of the calendar month in which the day preceding the fifteenth (15th) anniversary of the Rent

(iv) \$453,205.50 per annum (\$37,767.13 per month) during the period commencing on the 9th anniversary of the Rent Commencement Date and ending on the day before the 12th anniversary of the Rent Commencement Date; and

(v) \$498,537.40 per annum (\$41,544.78 per month) during the period commencing on the 12th anniversary of the Rent Commencement Date and ending on the Expiration Date.

ADDITIONAL RENT

All sums other than Fixed Rent payable by Tenant to Landlord under this Lease, including Tenant's Tax Payment, late charges, overtime or excess service charges, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

RENT

Fixed Rent and Additional Rent, collectively.

SECURITY DEPOSIT

\$170,250.00.

LANDLORD'S AGENT

Any Person designated by Landlord from time to time as Landlord's agent for purposes of managing the Real Property.

All capitalized terms used in the text of this Lease without definition are defined in this Article 1 or in Exhibit B.

ARTICLE 2

PREMISES; TERM; RENT

Section 2.1 Lease of Premises. Subject to the terms of this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term.

Section 2.2 Payment of Rent. Tenant shall pay to Landlord, without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, except as may be expressly set forth in this Lease, in lawful money of the United States, by check or money order drawn on a bank which clears through the New York Clearing House Association or Federal Reserve Bank of New York or other bank reasonably approved by Landlord: (i) Fixed Rent in equal monthly installments, in advance, on the first day of each calendar month during the Term, commencing on the Rent Commencement Date and (ii) Additional Rent, at the times and in the manner set forth in this Lease.

Section 2.3 First Month's Rent. Tenant shall pay one month's Fixed Rent upon the execution and delivery of this Lease. If the Rent Commencement Date is on the first day of a month, such payment shall be credited towards such month's Fixed Rent payment. If the Rent Commencement Date is not the first day of a month, then on the first day of the calendar month following the calendar month in which the Rent Commencement Date occurs, Tenant shall pay Fixed Rent for the period from the Rent Commencement Date through the last day of such month in which the Rent Commencement Date occurred.

ARTICLE 3

USE AND OCCUPANCY

Section 3.1 Permitted Uses. (a) Tenant shall use and occupy the Premises for the Permitted Use and for no other purpose. Tenant shall operate its business under the trade name of Café B, or such other name designated by Tenant and reasonably approved by Landlord (the "Trade Name"). Tenant shall use, occupy, operate and maintain the Premises throughout the Term as a dignified first-class retail establishment, in a high and reputable manner, in a manner that will not detract from the character, appearance or dignity of the Building and in accordance with the provisions of this Lease. Tenant shall not use or occupy or suffer the use or occupancy of any part of the Premises in a manner constituting a Prohibited Use. If Tenant uses or suffers the use of the Premises for a purpose which constitutes a Prohibited Use or violates any Requirements, or which causes the Building to be in violation of any Requirements, then Tenant shall promptly discontinue such use upon notice of such violation.

(b) **Licenses and Permits.** Tenant, at its expense, shall obtain and at all times maintain and comply with the terms and conditions of all licenses and permits required for the lawful conduct of the Permitted Use in the Premises. Landlord shall, upon the reasonable request of Tenant, sign all consents or other documents to the extent customarily and reasonably required by utility companies or any Governmental Authority in connection with Tenant's Initial Installations or the Permitted Use, including, without limitation, obtaining a liquor license for the Premises, provided that Tenant shall reimburse Landlord for all out-of-pocket expenses incurred by Landlord in connection therewith.

Section 3.2 Delivery of Premises. Landlord shall not be liable for failure to deliver possession of the Premises to Tenant on any specified date for any reason whatsoever including the failure of the current occupant of the Premises, if any, to vacate the Premises in a timely manner, and such failure shall not impair the validity of this Lease. Landlord shall be deemed to have delivered possession of the Premises to Tenant and Tenant shall be deemed to have accepted possession of the Premises from Landlord immediately upon the Possession Date. There shall be no postponement of the Possession Date (or the Rent Commencement Date) for (i) any delay in the delivery of possession of the Premises and Tenant shall be deemed to have accepted possession of the Premises from Landlord which results from any Tenant Delay or (ii) any delay by Landlord in the performance of any Punch List Items relating to Landlord's Work. The provisions of this Article are intended to constitute "an express provision to the contrary"

(c) Tenant, at Tenant's sole cost and expense, shall affix a sign to the exterior surface of the storefront of the Building of the Premises and shall maintain said sign in good condition and repair during the Term. The size, content, design, method of construction and location of any signage shall be subject to (i) the approval of Landlord, (ii) applicable Requirements, and (iii) Article 5 hereof. Tenant shall obtain and pay for all required permits and licenses relating to such signs. Copies of all such permits and licenses shall be delivered to Landlord prior to installation of the sign to which such permits and licenses relate. Except as hereinabove provided, Tenant shall not place, erect or maintain on any exterior door, wall, window or the roof of the Premises, or on the glass of any window or door of the Premises, or on any location outside the Premises, or within any display window space in the Premises, or within 3 feet of any open entrance to the Premises, or elsewhere in the Premises visible from the street, any sign (flashing, moving, hanging, handwritten or otherwise), decal placard, decoration, or moving or hanging light, lettering, or any other advertising matter of any kind or description. If Tenant places, erects or maintains any of the foregoing without Landlord's consent, the same may be removed by Landlord or Landlord's agents, at Tenant's sole cost and expense, without notice and without such removal constituting a breach of this Lease or entitling Tenant to claim damages on account thereof. No illuminated sign located in the interior of the Premises and which is visible from the outside thereof shall be permitted without the prior approval of Landlord. All signs located in the interior of the Premises shall be professionally printed and in good taste so as not to detract from the general appearance of the Premises or the Building. If Landlord shall deem it necessary to remove any sign in order to paint or to make repairs, alterations or improvements in or upon the Premises, Landlord shall have the right to do so, provided that Landlord, at Landlord's sole cost and expense, removes such sign, repairs any damage to such sign or the Premises caused by removal in a good and workmanlike manner in accordance with applicable Requirements, replaces such sign if necessary and promptly reinstalls the original, repaired or replaced sign, as applicable, after completion of Landlord's work. On the expiration or sooner termination of the Term, Tenant shall (i) promptly remove all signs installed or displayed by Tenant, and (ii) promptly repair in a good and workmanlike manner in conformity with Requirements and all applicable provisions of this Lease, all damage to the Building caused by such removal.

(d) All ceiling heights, draperies, and other installations affecting the appearance of the Building, or which are visible from the exterior shall be subject to the prior approval of Landlord.

(e) Tenant shall clean the interior of all windows and doors (including in each case the frames therefor) in the Premises and the perimeter walls thereof whenever, in the reasonable judgment of Landlord, it is necessary, but not less frequently than weekly.

(f) No food or beverages shall be kept, prepared or dispensed in the Premises in any manner or under any conditions, nor shall anything else be done therein in any manner or under any conditions (including, without limitation, the disposal of garbage and trash) which shall be the occasion for odors being emitted from or detectable outside of the Premises. If food or beverages are prepared or dispensed in or from the Premises, Tenant shall properly vent and exhaust odors from the Premises, installing, prior to opening the Premises for business,