

**STANDARD FORM OF STORE LEASE**

The Real Estate Board of New York, Inc.

2/94-A

Agreement of Lease, dated the 1st day of June 19-2002, between  
 CARTIS CORPORATION, a New York Corporation with principal offices at  
 132 Nassau Street, New York, New York 10038  
 party of the first part, hereinafter referred to as OWNER, and \*or Landlord  
 E.A.T. Is Owned by Eli Zabar, Inc., whose office is at  
 1064 Madison Avenue, New York, New York 10028  
 party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner the first floor,  
 second floor and basement area

in the building known as 1064-66 Madison Avenue  
 in the Borough of Manhattan, City of New York, for the term of Fifteen (15) YEARS

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the  
 1st day of June nineteen hundred and two thousand and two and to end on the  
 31st day of May two thousand and seventeen  
 both dates inclusive, at rentals specified in paragraph 41 of the  
 rider attached hereto unless terminated sooner

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 the uses set forth in paragraph 43 of  
 the rider annexed hereto

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof,  
 and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised  
 premises of any nature without Owner's prior writ-  
 ten consent. Subject to the prior written consent of Owner, and to the  
 provisions of this article, Tenant, at Tenant's expense, may make alter-  
 ations, installations, additions or improvements which are non-structural  
 and which do not affect utility services or plumbing and electrical lines, in  
 or to the interior of the demised premises by using contractors or mechanics  
 first approved in each instance by Owner. Tenant shall, before making any  
 alterations, additions, installations or improvements, at its expense, obtain  
 all permits, approvals and certificates required by any governmental or  
 quasi-governmental bodies and (upon completion) certificates of final  
 approval thereof and shall deliver promptly duplicates of all such permits,  
 approvals and certificates to Owner and Tenant agrees to carry and will  
 cause Tenant's contractors and sub-contractors to carry such workman's  
 compensation, general liability, personal and property damage insurance as  
 Owner may require. If any mechanic's lien is filed against the demised  
 premises, or the building of which the same forms a part, for work claimed  
 pursuant to this article, the same shall be discharged by Tenant within 30  
 days thereafter, at Tenant's expense, by payment or filing the bond required  
 by law. All fixtures and all paneling, partitions, railings and like  
 installations, installed in the premises at any time, either by Tenant or by  
 Owner on Tenant's behalf, shall, upon installation, become the property of  
 Owner and shall remain upon and be surrendered with the demised premises  
 unless Owner, by notice to Tenant no later than twenty days prior to the date  
 fixed as the termination of this lease, elects to relinquish Owner's rights  
 thereto and to have them removed by Tenant, in which event, the same shall  
 be removed from the premises by Tenant prior to the expiration of the lease,  
 at Tenant's expense. Nothing in this article shall be construed to give Owner  
 title to or to prevent Tenant's removal of trade fixtures, moveable office  
 furniture and equipment, but upon removal of any such from the premises  
 or upon removal of other installation as may be required by Owner, Tenant  
 shall immediately and at its expense, repair and restore the premises to the  
 condition existing prior to installation and repair any damage to the demised  
 premises or the building due to such removal. All property permitted or  
 required to be removed by Tenant at the end of the term remaining in the  
 premises after Tenant's removal shall be deemed abandoned and may, at  
 the election of Owner, either be retained as Owner's property or may be  
 removed from the premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public  
 portions of the building, both exterior and interior,  
 except that if Owner allows Tenant to erect on the outside of the building  
 a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of  
 Tenant, Tenant shall maintain such exterior installations in good appearance  
 and shall cause the same to be operated in a good and workmanlike manner  
 and shall make all repairs thereto necessary to keep same in good order and  
 condition, at Tenant's own cost and expense, and shall cause the same to  
 be covered by the insurance provided for hereafter in Article 8. Tenant

shall, throughout the term of this lease, take good care of the demised  
 premises and the fixtures and appurtenances therein, and the sidewalks  
 adjacent thereto, and at its sole cost and expense, make all non-structural  
 repairs thereto as and when needed to preserve them in good working order  
 and condition, reasonable wear and tear, obsolescence and damage from the  
 elements, fire or other casualty, excepted. If the demised premises be or  
 become infested with vermin, Tenant shall at Tenant's expense, cause the  
 same to be exterminated from time to time to the satisfaction of Owner.  
 Except as specifically provided in Article 9 or elsewhere in this lease, there  
 shall be no allowance to the Tenant for the diminution of rental value and  
 no liability on the part of Owner by reason of inconvenience, annoyance or  
 injury to business arising from Owner, Tenant or others making or failing  
 to make any repairs, alterations, additions or improvements in or to any  
 portion of the building including the erection or operation of any crane,  
 derrick or sidewalk shed, or in or to the demised premises or the fixtures,  
 appurtenances or equipment thereof. It is specifically agreed that Tenant  
 shall be not entitled to any set off or reduction of rent by reason of any failure  
 of Owner to comply with the covenants of this or any other article of this  
 lease. Tenant agrees that Tenant's sole remedy at law in such instance will  
 be by way of an action for damages for breach of contract. The provisions  
 of this Article 4 with respect to the making of repairs shall not apply in the  
 case of fire or other Casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer  
 or allow any window in the demised premises to be  
 cleaned from the outside in violation of Section 202  
 of the New York State Labor Law or any other applicable law or of the  
 Rules of the Board of Standards and Appeals, or of any other Board or  
 body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term,  
 if Tenant is then in possession, and at all times  
 thereafter, Tenant, at Tenant's sole cost and ex-  
 pense, shall promptly comply with all present and  
 future laws, orders and regulations of all state,  
 federal, municipal and local governments, departments, commissions and  
 boards and any direction of any public officer pursuant to law, and all orders,  
 rules and regulations of the New York Board of Fire Underwriters or the  
 Insurance Services Office, or any similar body which shall impose any  
 violation, order or duty upon Owner or Tenant with respect to the demised  
 premises, and with respect to the portion of the sidewalk adjacent to the  
 premises, if the premises are on the street level, whether or not arising out  
 of Tenant's use or manner of use thereof, or with respect to the building if  
 arising out of Tenant's use or manner of use of the premises or the building  
 (including the use permitted under the lease). Except as provided in Article  
 29 hereof, nothing herein shall require Tenant to make structural repairs or  
 alterations unless Tenant has by its manner of use of the demised premises  
 or method of operation therein, violated any such laws, ordinances, orders,  
 rules, regulations or requirements with respect thereto. Tenant shall not do