

AGREEMENT OF LEASE (the "**Lease**"), made as of this \_\_\_\_ day of February, 2015 (the "**Effective Date**"), between [REDACTED] NINTH AVE TR LLC, a New York limited liability company, having an office at c/o HUBB NYC Properties LLC, 130 East 59<sup>th</sup> Street, New York, Suite 14A, New York, NY 10022 ("**Landlord**") and HARU [REDACTED] CORP., a Florida corporation, having an office at c/o Benihana Inc., 21500 Biscayne Boulevard, Suite 900, Aventura, Florida 33180 ("**Tenant**").

**WITNESSETH:**

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

I. **BASIC LEASE TERMS.**

A. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain premises, as more particularly shown on Exhibit 1 annexed hereto and made a part hereof (the "**Premises**"), consisting of the a portion of the ground floor and a portion of the basement floor of the building known as and by the street number 859 9<sup>th</sup> Avenue, in the Borough of Manhattan, City of New York (the "**Building**" and together with the plot of land upon which such building stands, the "**Real Property**") for a term (the "**Term**") to commence on the "**Commencement Date**" (hereinafter defined), and to end on the "**Expiration Date**" (hereinafter defined), both dates inclusive, unless the Term shall sooner end pursuant to any of the terms, covenants or conditions of this Lease or pursuant to law at the "**Rent**" (hereinafter defined, which Rent shall include the Fixed Rent (as hereinafter defined) and any additional rent ("**Additional Rent**") payable hereunder), 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, commencing on the Commencement Date (subject to Section 1(C) hereof), and on the first (1st) day of each calendar month thereafter during the Term (except as hereinafter otherwise provided), at the office of Landlord or such other place as Landlord may designate, without any set-off, offset, abatement or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof. If the Rent Commencement Date shall occur on a date other than the first (1st) day of any calendar month, Tenant shall pay to Landlord, on the first (1st) day of the month next succeeding the month during which the Rent Commencement Date shall occur, an amount equal to such proportion of an equal monthly installment of Rent as the number of days from and including the Rent Commencement Date bears to the total number of days in said calendar month. Such payment, if any, together with the sum paid by Tenant upon the execution of this Lease, shall constitute payment of, and shall be applied to, the Rent for the period from the Rent Commencement Date to and including the last day of the first full calendar month thereafter.