

SECOND ASSIGNMENT, ASSUMPTION AND AMENDMENT
AGREEMENT PERTAINING TO LEASE DATED
May 8, 1998

This Agreement is entered into by and between Super K, Inc., a Maine corporation with a principal place of business at 29 Exchange Street, Portland, Maine, (hereinafter referred to as "Super K"); Kirara, Inc., a Maine corporation with a principal place of business located at 29 Exchange Street, Portland, Maine (hereinafter referred to as "Kirara"); Jung Hur and Gil Seon Pak, of _____ (hereinafter collectively referred to as "Guarantors") and B&C Limited, LLC a Maine limited liability company with a place of business at 5 Locksley Rd., Cape Elizabeth, Maine 04107 (hereinafter referred to as "Landlord").

WHEREAS, Landlord entered into a Lease with Fuji, Inc., associated with certain premises located at 29 Exchange Street, Portland, Maine on May 8, 1998, which Lease was assigned to Super K pursuant to an Assignment, Assumption and Amendment Pertaining to Lease dated October 5, 2005 (the "Lease"); and

WHEREAS, Super K is selling its business to Kirara; and

WHEREAS, Super K is desirous of assigning and Kirara is desirous of assuming the rights and obligations of Super K contained in the Lease, as may be amended pursuant to this Agreement, and agrees to comply in all respects with said obligations under the terms of the Lease; and

WHEREAS, Guarantors are willing to guarantee the obligations of Kirara under the Lease; and

WHEREAS, Landlord is willing to consent to the assignment and assumption of the Lease provided that certain amendments are included in the Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Super K hereby assigns to Kirara all of its rights and obligations under the Lease effective as of the date of the closing between Super K and Kirara, _____, 2008.
2. Kirara hereby accepts the assignment of the Lease and assumes all obligations of Super K, as the tenant under the terms of the Lease effective as of the date of the closing, _____, 2008, and hereby agrees to comply with all of the terms and conditions contained in the Lease.
3. Guarantors hereby become a party to, adopt, agree to, accept and unconditionally and jointly and severally guarantee to the Landlord, the payment and performance of, and unconditionally assume all terms, conditions, promises, covenants,

agreements, waivers of, or contained or provided in the Lease, and do hereby unconditionally guarantee the payments of the Lease, as amended hereby, and the performance of all obligations under the Lease to the Landlord by Kirara in accordance with the terms and conditions contained in the Lease, as amended hereby.

4. Guarantors hereby agree that notice of acceptance of this guarantee and of any action taken by Landlord from time to time under the Lease is hereby waived, and this guarantee shall operate as a continued and absolute guarantee covering all obligations of Kirara to Landlord during the term of the Lease and any renewals thereof. Guarantors further agree that upon any default by Kirara, the liability of the Guarantors shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against Guarantors or any other party liable under the terms of the Lease; without exhausting any other remedies and without further steps to be taken or further conditions to be performed by Landlord. The failure of the Landlord to make any demand or otherwise to proceed against the Guarantors or any other parties liable under the Lease in respect to any default by Kirara shall not constitute a waiver of the Landlord's right to proceed in respect to any or all other other defaults by Kirara.

Guarantors further agree that their liability shall not be terminated or otherwise affected or impaired by the Landlord, from time to time, granting one or more extensions of time, renewals or other indulgences to Kirara, or by Landlord heretofore, now, or hereafter acquiring, releasing or in any modifying any liability of any other party that may be liable under the terms of the Lease, whether or not notice thereof shall have been given to the Guarantors, or by any failure or inability or neglect on the part of the Landlord from time to time to take any action with respect to, or to obtain, perfect or realize any security, rights, endorsements or other guarantees that the Landlord may now or hereafter hold with respect to any of the obligations of Kirara under the terms of the Lease or because of any fraudulent, illegal, improper or invalid acts by Kirara, or because of any obligations under the Lease that are or may become barred or otherwise enforceable, or which may be altered or reduced in any bankruptcy, insolvency, or equitable proceeding affecting the obligation under the Lease, Kirara or Kirara's assets, or because of any failure of the Landlord to verify any information or to examine the books of Kirara or to discover any irregularities.

The Guarantors further agree that this guarantee shall be binding upon their personal representatives, heirs and assigns and the death of either Guarantor shall not relieve them from any liability or obligation accruing prior to their death.

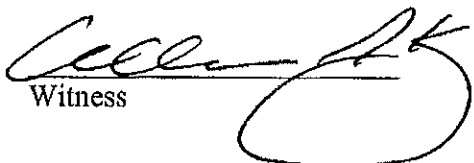
The Guarantors hereby submit to the jurisdiction of the courts of the United States of America and the State of Maine in connection with any suits or proceedings arising under their guarantee.

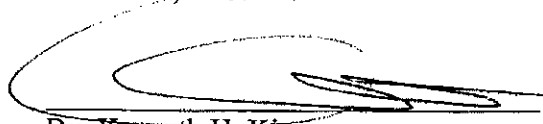
5. In assuming the obligations of Super K under the Lease, Kirara and Guarantors hereby agree to indemnify and hold Super K and Kenneth Kim harmless from any liability under the Lease arising on or after the closing date, _____, 2008. Kirara and Guarantors hereby agree that their obligation to indemnify and hold Super K harmless includes the obligation to pay all costs, damages and attorneys fees incurred by Super K or Keneth Kim in defending any claims arising from the Lease or in enforcing this indemnification provision as well as the obligation to reimburse Kenneth Kim for any payments made to the Landlord under the Kim LC referenced below..
6. Notwithstanding the language in Section 1(b) of the Lease, the parties hereto hereby agree that the Base Rent for the five (5) year option term, which is scheduled to renew on September 1, 2008, will be adjusted to the fixed monthly rate of rent of \$4,680.00. The Lease shall continue as a triple net lease.
7. Section 7 of the Lease requires a Security Deposit. Kirara must provide Landlord with an Irrevocable Letter of Credit ("LC") reasonably satisfactory to Landlord in the amount of \$28,080 with a term of three (3) years. Prior to the expiration of said LC, Kirara shall deposit with Landlord \$9,360 in immediately available funds to be held by Landlord as the Security Deposit for the remainder of the Lease term. If said \$9,360 amount is not deposited with Landlord 30 days prior to the expiration of the LC then Landlord may draw upon the LC for purposes of acquiring the \$9,360 at which time the LC will be terminated. The LC and/or the \$9,360 will otherwise be handled in accordance with Section 7 of the Lease. Landlord's acceptance of this Assumption Agreement shall not become effective unless and until the original LC acceptable to Landlord is delivered to Landlord.
8. Landlord, Kirara and Guarantors hereby agree that the annual amount of the Common Area Maintenance (CAM) charges beginning on September 1, 2008 will be \$9,631.54. Kirara shall pay this amount to Landlord in equal monthly installments in the amount of \$802.63.
9. Super K and Kirara hereby agree that any expenses incurred by the Landlord associated with this Assignment, Assumption and Amendment Agreement shall be paid equally by Super K and Kirara upon the execution of this Agreement.
10. In consideration of the Landlord's agreement to allow Kirara to assume the Lease, and in consideration of the Landlord's agreement to release Super K and its principal, Kenneth Kim from all obligations under the lease, Kenneth Kim hereby agrees to guaranty the amount of \$28,080 in payments of rent, additional rent and other charges due under the lease, by providing Landlord with an Irrevocable Letter of Credit (the "Kim LC") reasonably satisfactory to Landlord in the amount of \$28,080 with a term of six (6) months, and automatically renewable for a period of three (3) years. In the event of any default by Kirara that remains uncured following the expiration of any cure period, Landlord agrees to first look

to the LC, then to the Kim LC, for satisfaction of amounts due under the Lease, or for the curing of any default. At the end of the 3 year duration of the Kim LC, in the event that there is then no uncured event of default under the Lease, the Kim LC shall terminate and the obligations of Kenneth Kim shall terminate. Kenneth Kim shall have no personal liability as a guarantor of the Lease beyond the Kim LC. Subject to receipt of the Kim LC reasonably satisfactory to Landlord, Landlord hereby unconditionally releases Super K and Kenneth Kim from all obligations under the Lease, and agrees to look only to the Kim LC for satisfaction of Kenneth Kim's guaranty as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates noted below.

SUPER K, INC.


Witness

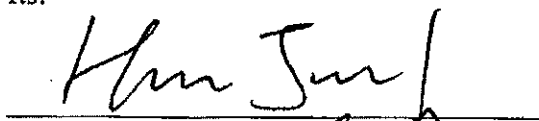

By: Kenneth H. Kim
Its: President

KIRARA, INC.


Witness


By:
Its:

Witness


Jung Hur

Witness


Gil Seon Pak

Witness

B&C LIMITED


By:
Its:

LANDLORD AGREEMENT

This Landlord's Agreement is entered into this 3rd day of September, 2008 between B&C LIMITED ("Landlord") and UPS CAPITAL BUSINESS CREDIT ("Lender") in connection with a U.S. Small Business Administration loan to be made by Lender to Kirara, Inc. ("Tenant"), and relates to (a) a Lease dated May 8, 1998 (as amended, assigned or renewed, the "Lease") covering all or a portion of the real property commonly known as 29 Exchange Street, Portland, Maine ("Premises"); and (b) all property (the "Collateral") which is subject to the Security Agreement between Tenant and Lender including substitutions, accessions, replacements and after-acquired Collateral granted or hereafter granted as part of this or future financial transactions between Tenant and Lender.

To induce Lender to make the loan to Tenant and in consideration thereof and of the mutual covenants and agreements contained herein, Landlord and Lender hereby covenant and agree as follows:

1. Landlord holds an interest in the Premises, and Tenant occupies or will occupy the Premises and is not in default under any terms of the Lease.

2. Landlord consents to the location of the Collateral at the Premises and acknowledges that, at all times, the Collateral shall be deemed to be personal property of Tenant and not a fixture or part of the Premises; except, for leasehold the improvements described on Exhibit A hereto, which shall be deemed fixtures and which shall become the property of Landlord at the termination of the Lease, unless extended by Landlord, and which fixtures shall not be subject to sale or removal by Lender without the Landlord's written consent.

3. Landlord hereby subordinates, waives and releases any claim, right, title or lien in the Collateral, which Landlord now has or may hereafter acquire, either by statute, agreement or otherwise.

4. If Tenant defaults under the Lease, Landlord shall give Lender written notice and thirty (30) days after receipt of the notice to cure such default. However, for all defaults resulting from non-payment of rent, additional rent or common area maintenance charges due under the Lease, a fifteen (15) day notice and cure period shall apply. Lender shall not be obligated to cure, and Lender's cure shall not result in it incurring or assuming any obligations of Tenant under the Lease. Notice to Lender shall be sent to UPS Capital Business Credit, 425 Day Hill Road, P.O. Box 400, Windsor, CT 06095, Attn: Product Support, or such other address as may from time to time be specified in writing by Lender.

5. Upon any termination of the Lease, or in any event upon Lender's notice to Landlord, Landlord shall permit Lender or its designee to enter upon and occupy the Premises to inspect or remove, to take possession of, or to conduct a public or private sale of, the Collateral at any time, provided that (i) Landlord is paid per diem rent during the period of Lender's use and occupancy of the Premises at the rate then in effect under the Lease, (ii) Lender's occupancy shall not exceed forty-five(45) days and (iii) Landlord is paid for any damage to the Premises directly caused by Lender's removal of the Collateral. Lender's payment of per diem rent shall not result in Lender assuming any obligation under the Lease beyond the actual period of occupancy or any other obligation of Tenant under the Lease.

6. The Landlord consents to an assignment of the Lease by Tenant to Lender or its designee with the right of reassignment to a new tenant, subject to approval of such new tenant by Landlord, which approval shall not be unreasonably withheld or delayed

7. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of separate counterparts and all of which shall constitute one and the same instrument. Delivery of an executed counterpart by facsimile transmission shall be deemed an original signature hereto.

LANDLORD: B&C Limited

By: Karanne Baker

LENDER: UPS Capital Business Credit

By: M. J. [Signature] S.C.P.U.

EXHIBIT A

**FIXTURES THAT BECOME THE PROPERTY OF LANDLORD
AT THE EXPIRATION OR TERMINATION OF THE LEASE**

- Ground floor kitchen hood and ventilation system
- Ground floor Ansel system
- Ground floor Sushi bar
- Gas heating system
- Gas hot water system
- Ground floor walk in cooler
- Basement ventilation system for hibachi tables
- Basement Ansel system
- Basement walk in cooler
- Basement bar
- Air conditioning systems