

PLAINTIFF'S EXHIBIT 1 -
SHAREHOLDER AGREEMENT FOR 153-11 UNION TURNPIKE,
DATED APRIL 21, 2010 [322 - 327]

Capital 270,000.-

AGREEMENT made this 21st of April 2010 between and among Andy Lee, residing at 8420 120th Street, Kew Gardens, NY 11415 (hereinafter referred to as "Lee") and Nancy Shunkuen Ng, residing at 8204 Westover Way, Somerset, NJ 08873 (hereinafter referred to as "Ng") hereinafter separately and collectively as the "Shareholder" and together referred to as "Shareholders".

WITNESSETH

WHEREAS, the Shareholders have formed a Corporation for their mutual benefit and profit pursuant to the laws of the State of New York under the name of Kyoto Restaurant Inc. with its principal place of business at 153-11 Union Turnpike, Flushing, NY (hereinafter referred to as "Corporation").

WHEREAS, the Shareholders wish to further define their respective rights, interests, duties, and obligations with respect to the Corporation and to each other;

WHEREAS, the Shareholders have each made a substantial contribution in the Corporation and Lee owns seventy five percent (75%) and Ng owns twenty five percent (25%) interest (hereinafter referred to as "interest") of the common capital stock which in combination constitutes 100% of all the issued and outstanding shares of capital stock of the Corporation; and

NOW, THEREFORE, in the consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Business of the Corporation.** It is understood and agreed that the Corporation has been formed for the purpose of operating a restaurant and for such other activities as the Directors of the Corporation may desire to enter into as permitted under the laws of the State of New York.
2. **Respective Interest in the Corporation.** The Corporation initially issued to one hundred (100) shares of stock as follows:

Andy Lee	75 Shares
Nancy Shunkuen Ng	25 Shares

The Shareholders do not plan to further issue any stock unless modified in writing in the future.

3. **Restriction.** No Shareholder shall transfer or encumber his interest to any person, firm, or corporation, except under the provision of this agreement.
4. **Sale of Shareholder's Interest.** On the death of a Shareholder, all of the interest owned by him/her and to which he/she or his/her personal

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representative shall be entitled, or at the written request of the shareholder of his/her intention to sell his/her interest (hereinafter collectively referred to as Seller in either circumstance) shall be sold and purchased as provided in this Agreement.

5. **Option to Purchase Shareholder's Interest.** The remaining Shareholder shall have an option to purchase from said Seller and the Seller shall sell to the remaining Shareholder or Corporation, all of the interest owned by the Seller and to which the Seller shall be entitled, at the price set forth in Paragraph 8 hereof. However, in the situation of the death of the Seller, if the personal representative of the deceased Shareholder refuses to sell the interest, then, the personal representative or the attorney of said personal representative shall have the right to become the new shareholder with all rights and obligations as set forth herein.
6. **Inability or Unwillingness to Purchase.** If the Corporation or remaining shareholder shall not have the sufficient assets to permit it lawfully to purchase all of such shares of capital stock, or if the Corporation or remaining Shareholder in any event shall be unable or refuse to purchase all of the Seller's interest, the Corporation shall be dissolved as soon as possible, in no event be less than three months after receipt of the request to sell by the Seller, event of which includes the death of the Shareholder (hereinafter referred to as Notice Date) and the net assets shall be divided among the shareholders and/or the decedent's estate or representative(s) according to their respective percentages of ownership of interest.
7. **Closing on Sale/Purchase of Interest of Shareholder.** The closing of such purchase and sale shall take place at the office of the corporation on a date designated by the Corporation or as agreed by the Shareholders, which shall be not more than ninety (90) days and not less than ten (10) days from the notice date unless the Seller agrees in writing to extend the closing date. Said closing shall take place regardless of date of qualification of the personal representative(s). In that event, the spouse, or the issue/immediate relative(s) of the deceased shareholder shall act as the agent for the benefit of the estate of decedent and the entire sale proceed shall be held in interest earning escrow or trust account of their attorney pending the qualification of the representative who will then receive the entire sale proceed according to the effective laws. Unless agreed in writing by the Seller (including the representative(s) of the decedent shareholder) otherwise as per paragraph 8 hereinbelow, the purchase price shall be paid by bank check or certified check in full according to Seller's order at closing.
8. **Balance of Purchase Price.** If agreed in writing by the Seller, the payment of the purchase price, may be made payable in twelve (12) equal monthly installments, the first such installment payable on the date of closing, and remaining eleven installments in each and every subsequent 11 months

thereafter. This indebtedness shall be represented by a promissory note of the Corporation and the remaining Shareholder, jointly endorsed and guaranteed by the remaining Shareholder, delivered to the Seller bearing and annual interest rate at the one year prime rate adopted by Citibank effective the last business week before closing plus two percent. Thus, if Citibank's one year prime rate is 5%, the annual interest rate for this indebtedness shall be 7%. The promissory note shall provide that the maker shall have the privilege of prepaying all or any part thereof at any time, with interest to date of prepayment, that a default in any payment when due shall cause the entire remaining unpaid balance to become due and payable immediately forthwith, and shall provide for the maker to pay all costs and expenses of collection, including a reasonable attorney's fee.

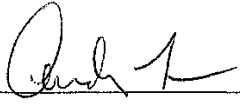
9. **Death or Sale of Interests of All Shareholders within Ninety Days.** The provisions of Paragraphs 4 through 8 shall be of no effect if all the Shareholders of the Corporation shall die or sell their interest within ninety (90) days of each other. In that event, the Corporation shall be promptly dissolved or the entire business assets and goodwill shall be sold to the public at a price to be determined as set forth in paragraph 10. However, if no offer at least 60% of that asking price is made or otherwise accepted by the Shareholders within two months after the joint notices to Seller are given, the Corporation shall be promptly dissolved
10. **Purchase Price of Interest of Seller.** The price of the capital stock of each Shareholder or the value of the business of the Corporation to be sold pursuant to this Agreement shall be determined in the following manner. The hundred percent (100%) value of the corporation for the sale amongst the shareholders or to the public shall be 2.75 times the average of the gross sale of the last twelve months from the Notice Date or as close to that date as possible.
11. **No Sale on Termination of Employment of Shareholder.** Since the function of the Corporation is the holding, operating and maintaining the assets of the Corporation and no offer of specific employments have ever been made to any shareholder as inducement, upon the termination of employment, if any of a Shareholder resigning as a director and/or an officer and/or employee of the Corporation, all of the shares of the capital stock of the Corporation owned by such Shareholder shall only be sold and purchased in the same manner as per paragraphs 1 to 10 set forth hereinabove.
12. **Death or Remaining Shareholder Prior to Closing.** The provisions of Paragraphs 4 through 8 shall be of no effect if all the Shareholders shall die prior to the closing of the sale of such stock to the Corporation or the remaining Shareholder. The Corporation shall be disposed of according to paragraphs 9 to 10.

13. **Sharing of Expenses.** It is specifically understood and agreed between the two shareholders that Lee holds 75% interest and Ng holds 25% of the Corporation and are also responsible for all the present and future liabilities of the Corporation according to their respective percentages of interest.
14. **Sale of Stock.** No sale of stock to any third party shall be permitted unless agreed by unanimous vote of all the Shareholders. Alternatively, the offer to the third party is first made to the other shareholder according to paragraphs 1 through 10 for consideration and response and the notice of that offer must be made to the other shareholder within ten (10) days after the making of that offer to the third party. In the event said offer is declined or silenced by the other shareholder, the sale of the third party can then be proceeded with full cooperation from the Corporation and the other shareholder, if needed. In the event the other shareholder accepts the offer, then closing of title shall be held according to paragraphs 1 through 10 notwithstanding.
15. **Decision Making.** A great majority (75%) of Shareholders by person or by proxy holding one hundred percent (100%) of the shares of interest is required before any meeting could be legally begun or for the normal managerial decisions. All decisions concerning the sale of the business and only for that purpose have to be approved and resolved by one hundred percent (100%) of the shareholders.
16. **Endorsement of Reference to this Agreement on Stock Certificate(s).** As required by law, each certificate representing shares of capital shall be stamped or endorsed with a legend showing the existence of this stock restriction agreement and any amendment hereof.
17. **Severability of Invalid Provision.** The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. **Modification.** No change or modification of this Agreement shall be valid unless the same is in writing and is signed by all the parties hereto.
19. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.
20. **Entire Agreement.** This Agreement constitutes the entire agreement among parties and contains all agreements among the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, whether oral or in writing, among the parties hereto with respect to the subject matter hereof. No waiver of any of the terms of the Agreement


shall be valid unless signed by the party against whom such waiver is asserted.

21. **Termination.** This Agreement shall terminate upon the occurrence of any of the following events:
- Bankruptcy, receivership, or dissolution of the Corporation.
 - The voluntary agreement of all existing Shareholders. Upon termination of this Agreement, the Secretary of the Corporation shall, upon tender of the certificates of stock, delete the legend endorses pursuant to Paragraph 17 of this Agreement.
22. **Notices.** Any notice, demand, offer, or other written instrument required or permitted to be given, made, or sent hereunder shall be in writing, signed by the party giving or making the same, and shall be sent by registered or certified mail to all parties hereto simultaneously at their respective addresses hereinafter set forth. Any notice, demand, offer or other written instrument required to be given to or sent to the estate of any deceased Shareholder shall be signed and sent, in like manner, addressed to the legal representative or the personal representative(s) of such deceased person at his or her address as shown in the records of the court appointing him/her. Any party hereto shall have the right to change the place to which any such notice, offer, demand or writing shall be sent to him by similar notice sent in like manner to all parties hereto.
23. This Agreement supersedes all prior agreements made between the Shareholders and the Corporation affecting the stock of the Corporation and all such prior agreements are hereby terminated.
24. **Enforcement Costs.** The parties hereto agree that should it be necessary to retain and utilize legal counsel to enforce this Agreement, the prevailing party shall be entitled to all costs incurred including legal expenses incurred, appellate fees and all costs.
25. **Agreement Governed by the Laws of the State of New York.** The parties hereto agree that it is their intention and covenant that this Agreement shall be governed by the laws of the State of New York and each shareholder hereby acknowledges that although this agreement is drafted by Mann Mann & Schatz, PC, both parties have extensive opportunities to discuss, negotiate and review this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



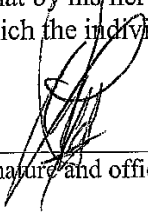
Andy Lee



Nancy Shunkuen Ng

STATE OF NEW YORK)
COUNTY OF New York) ss.:


On the 21st day of April in the year 2010, before me, the undersigned, personally appeared Andy Lee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lydia Y. Mann
Notary Public State of New York
LIC.# 02MA6194535
Comm. Exp: 10/06/2012
(Signature and office of individual acknowledged)
Commission in New York

STATE OF NEW YORK)
COUNTY OF New York) ss.:

On the 21st day of April in the year 2010, before me, the undersigned, personally appeared Nancy Shunkuen Ng, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lydia Y. Mann
Notary Public State of New York
LIC.# 02MA6194535
Comm. Exp: 10/06/2012
(Signature and office of individual acknowledged)
Commission in New York

**PLAINTIFF'S EXHIBIT 2 -
SHAREHOLDER AGREEMENT 153-15 UNION TURNPIKE,
DATED APRIL 21, 2010 [328 - 333]**

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AGREEMENT made this 21st of April 2010 between and among Andy Lee, residing at 8420 120th Street, Kew Gardens, NY 11415 (hereinafter referred to as "Lee") and Nancy Shunkuen Ng, residing at 8204 Westover Way, Somerset, NJ 08873 (hereinafter referred to as "Ng") hereinafter separately and collectively as the "Shareholder" and together referred to as "Shareholders".

WITNESSETH

WHEREAS, the Shareholders have formed a Corporation for their mutual benefit and profit pursuant to the laws of the State of New York under the name of Kyoto Dining Group with its principal place of business at 153-15 Union Turnpike, Flushing, NY (hereinafter referred to as "Corporation").

WHEREAS, the Shareholders wish to further define their respective rights, interests, duties, and obligations with respect to the Corporation and to each other;

WHEREAS, the Shareholders have each made a substantial contribution in the Corporation and Lee owns seventy five percent (75%) and Ng owns twenty five percent (25%) interest (hereinafter referred to as "interest") of the common capital stock which in combination constitutes 100% of all the issued and outstanding shares of capital stock of the Corporation; and

NOW, THEREFORE, in the consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Business of the Corporation.** It is understood and agreed that the Corporation has been formed for the purpose of operating a restaurant and for such other activities as the Directors of the Corporation may desire to enter into as permitted under the laws of the State of New York.
2. **Respective Interest in the Corporation.** The Corporation initially issued to one hundred (100) shares of stock as follows:

Andy Lee	75 Shares
Nancy Shunkuen Ng	25 Shares

The Shareholders do not plan to further issue any stock unless modified in writing in the future.

3. **Restriction.** No Shareholder shall transfer or encumber his interest to any person, firm, or corporation, except under the provision of this agreement.
4. **Sale of Shareholder's Interest.** On the death of a Shareholder, all of the interest owned by him/her and to which he/she or his/her personal

representative shall be entitled, or at the written request of the shareholder of his/her intention to sell his/her interest (hereinafter collectively referred to as Seller in either circumstance) shall be sold and purchased as provided in this Agreement.

5. **Option to Purchase Shareholder's Interest.** The remaining Shareholder shall have an option to purchase from said Seller and the Seller shall sell to the remaining Shareholder or Corporation, all of the interest owned by the Seller and to which the Seller shall be entitled, at the price set forth in Paragraph 8 hereof. However, in the situation of the death of the Seller, if the personal representative of the deceased Shareholder refuses to sell the interest, then, the personal representative or the attorney of said personal representative shall have the right to become the new shareholder with all rights and obligations as set forth herein.
6. **Inability or Unwillingness to Purchase.** If the Corporation or remaining shareholder shall not have the sufficient assets to permit it lawfully to purchase all of such shares of capital stock, or if the Corporation or remaining Shareholder in any event shall be unable or refuse to purchase all of the Seller's interest, the Corporation shall be dissolved as soon as possible, in no event be less than three months after receipt of the request to sell by the Seller, event of which includes the death of the Shareholder (hereinafter referred to as Notice Date) and the net assets shall be divided among the shareholders and/or the decedent's estate or representative(s) according to their respective percentages of ownership of interest.
7. **Closing on Sale/Purchase of Interest of Shareholder.** The closing of such purchase and sale shall take place at the office of the corporation on a date designated by the Corporation or as agreed by the Shareholders, which shall be not more than ninety (90) days and not less than ten (10) days from the notice date unless the Seller agrees in writing to extend the closing date. Said closing shall take place regardless of date of qualification of the personal representative(s). In that event, the spouse, or the issue/immediate relative(s) of the deceased shareholder shall act as the agent for the benefit of the estate of decedent and the entire sale proceed shall be held in interest earning escrow or trust account of their attorney pending the qualification of the representative who will then receive the entire sale proceed according to the effective laws. Unless agreed in writing by the Seller (including the representative(s) of the decedent shareholder) otherwise as per paragraph 8 hereinbelow, the purchase price shall be paid by bank check or certified check in full according to Seller's order at closing.
8. **Balance of Purchase Price.** If agreed in writing by the Seller, the payment of the purchase price, may be made payable in twelve (12) equal monthly installments, the first such installment payable on the date of closing, and remaining eleven installments in each and every subsequent 11 months

thereafter. This indebtedness shall be represented by a promissory note of the Corporation and the remaining Shareholder, jointly endorsed and guaranteed by the remaining Shareholder, delivered to the Seller bearing and annual interest rate at the one year prime rate adopted by Citibank effective the last business week before closing plus two percent. Thus, if Citibank's one year prime rate is 5%, the annual interest rate for this indebtedness shall be 7%. The promissory note shall provide that the maker shall have the privilege of prepaying all or any part thereof at any time, with interest to date of prepayment, that a default in any payment when due shall cause the entire remaining unpaid balance to become due and payable immediately forthwith, and shall provide for the maker to pay all costs and expenses of collection, including a reasonable attorney's fee.

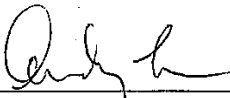
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10. **Purchase Price of Interest of Seller.** The price of the capital stock of each Shareholder or the value of the business of the Corporation to be sold pursuant to this Agreement shall be determined in the following manner. The hundred percent (100%) value of the corporation for the sale amongst the shareholders or to the public shall be 2.75 times the average of the gross sale of the last twelve months from the Notice Date or as close to that date as possible.
11. **No Sale on Termination of Employment of Shareholder.** Since the function of the Corporation is the holding, operating and maintaining the assets of the Corporation and no offer of specific employments have ever been made to any shareholder as inducement, upon the termination of employment, if any of a Shareholder resigning as a director and/or an officer and/or employee of the Corporation, all of the shares of the capital stock of the Corporation owned by such Shareholder shall only be sold and purchased in the same manner as per paragraphs 1 to 10 set forth hereinabove.
12. **Death or Remaining Shareholder Prior to Closing.** The provisions of Paragraphs 4 through 8 shall be of no effect if all the Shareholders shall die prior to the closing of the sale of such stock to the Corporation or the remaining Shareholder. The Corporation shall be disposed of according to paragraphs 9 to 10.

13. **Sharing of Expenses.** It is specifically understood and agreed between the two shareholders that Lee holds 75% interest and Ng holds 25% of the Corporation and are also responsible for all the present and future liabilities of the Corporation according to their respective percentages of interest.
14. **Sale of Stock.** No sale of stock to any third party shall be permitted unless agreed by unanimous vote of all the Shareholders. Alternatively, the offer to the third party is first made to the other shareholder according to paragraphs 1 through 10 for consideration and response and the notice of that offer must be made to the other shareholder within ten (10) days after the making of that offer to the third party. In the event said offer is declined or silenced by the other shareholder, the sale of the third party can then be proceeded with full cooperation from the Corporation and the other shareholder, if needed. In the event the other shareholder accepts the offer, then closing of title shall be held according to paragraphs 1 through 10 notwithstanding.
15. **Decision Making.** A great majority (75%) of Shareholders by person or by proxy holding one hundred percent (100%) of the shares of interest is required before any meeting could be legally begun or for the normal managerial decisions. All decisions concerning the sale of the business and only for that purpose have to be approved and resolved by one hundred percent (100%) of the shareholders.
16. **Endorsement of Reference to this Agreement on Stock Certificate(s).** As required by law, each certificate representing shares of capital shall be stamped or endorsed with a legend showing the existence of this stock restriction agreement and any amendment hereof.
17. **Severability of Invalid Provision.** The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. **Modification.** No change or modification of this Agreement shall be valid unless the same is in writing and is signed by all the parties hereto.
19. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.
20. **Entire Agreement.** This Agreement constitutes the entire agreement among parties and contains all agreements among the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, whether oral or in writing, among the parties hereto with respect to the subject matter hereof. No waiver of any of the terms of the Agreement

shall be valid unless signed by the party against whom such waiver is asserted.

21. **Termination.** This Agreement shall terminate upon the occurrence of any of the following events:
 - Bankruptcy, receivership, or dissolution of the Corporation.
 - The voluntary agreement of all existing Shareholders. Upon termination of this Agreement, the Secretary of the Corporation shall, upon tender of the certificates of stock, delete the legend endorses pursuant to Paragraph 17 of this Agreement.
22. **Notices.** Any notice, demand, offer, or other written instrument required or permitted to be given, made, or sent hereunder shall be in writing, signed by the party giving or making the same, and shall be sent by registered or certified mail to all parties hereto simultaneously at their respective addresses hereinafter set forth. Any notice, demand, offer or other written instrument required to be given to or sent to the estate of any deceased Shareholder shall be signed and sent, in like manner, addressed to the legal representative or the personal representative(s) of such deceased person at his or her address as shown in the records of the court appointing him/her. Any party hereto shall have the right to change the place to which any such notice, offer, demand or writing shall be sent to him by similar notice sent in like manner to all parties hereto.
23. This Agreement supersedes all prior agreements made between the Shareholders and the Corporation affecting the stock of the Corporation and all such prior agreements are hereby terminated.
24. **Enforcement Costs.** The parties hereto agree that should it be necessary to retain and utilize legal counsel to enforce this Agreement, the prevailing party shall be entitled to all costs incurred including legal expenses incurred, appellate fees and all costs.
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



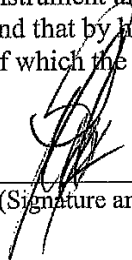
Andy Lee



Nancy Shunkuen Ng

STATE OF NEW YORK)
COUNTY OF New York) ss.:


On the 21st day of April in the year 2010, before me, the undersigned, personally appeared Andy Lee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lydia Y. Mann
Notary Public State of New York
LIC.# 02MA6194535
Comm. Exp: 10/06/2012
Commission in New York
(Signature and office of individual taking acknowledgment)

STATE OF NEW YORK)
COUNTY OF New York) ss.:

On the 21st day of April in the year 2010, before me, the undersigned, personally appeared Nancy Shunkuen Ng, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lydia Y. Mann
Notary Public State of New York
LIC.# 02MA6194535
Comm. Exp: 10/06/2012
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(Signature and office of individual taking acknowledgment)