

SIXTH EXTENSION AND MODIFICATION OF LEASE

THIS EXTENSION AND MODIFICATION OF LEASE dated as of the 1st day of February, 2019, by and between **CHINATOWN APARTMENTS, INC.**, a New York corporation having an office c/o Tudor Realty Services Corp., Confucius Plaza Management Office, 33 Bowery, New York, New York 10002 ("**Landlord**"), and **CHURCH OF THE TRANSFIGURATION**, a New York religious corporation having an office at 10 Confucius Plaza, New York, New York ("**Tenant**").

WHEREAS, the Landlord and Tenant entered into a lease ("**Original Lease**") dated September 1, 1982, and as of August 31, 1992 Landlord and Tenant entered into an Extension and Modification of Lease, and as of February 1, 1999 Landlord and Tenant entered into a Second Extension and Modification of Lease, and as of February 1, 2004 Landlord and Tenant entered into a Third Extension and Modification of Lease and as of February 1, 2009 Landlord and tenant entered into a Fourth Extension and Modification of Lease and as of February 1, 2014 Landlord and Tenant entered into a Fifth Extension of Lease, (Such lease, as so extended and modified, is hereinafter referred to as the "**Lease**") for approximately 7,950 square feet of basement space (the "**Demised Premises**") located in the building known as 10 Confucius Plaza (the "**Building**"), in the Borough of Manhattan, City and State of New York and being more particularly described in the Lease;

WHEREAS, the parties desire to extend the term of the Lease and to modify the Lease in certain respects;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the Lease is hereby extended from February 1, 2019 through January 31, 2024 (the "**Extension Term**").
2. The rental rate is hereby modified as follows:
 - (i) From the 1st day of February, 2019 up to and including the 31st day of January, 2020, the annual rental rate payable by Tenant to Landlord shall be \$54,041.40 per annum, payable in equal monthly installments of \$4,503.45.
 - (ii) From the 1st day of February, 2020 up to and including the 31st day of January, 2021, the annual rental rate payable by Tenant to Landlord shall be \$55,392.48 per annum, payable in equal monthly installments of \$4,616.04.
 - (iii) From the 1st day of February, 2021 up to and including the 31st day of January, 2022, the annual rental rate payable by Tenant to

Landlord shall be \$56,777.28 per annum, payable in equal monthly installments of \$4,731.44.

- (iv) From the 1st day of February, 2022 up to and including the 31st day of January, 2023, the annual rental rate payable by Tenant to Landlord shall be \$58,196.640 per annum, payable in equal monthly installments of \$4,849.72.
- (v) From the 1st day of February, 2023 up to and including the 31st day of January, 2024, the annual rental rate payable by Tenant to Landlord shall be \$59,651.64 per annum, payable in equal monthly installments of \$4,970.97.

3. Tenant shall not be required to deposit additional security with Landlord. Currently on deposit is \$30,000.00.

4. Tenant acknowledges and agrees that Tenant has accrued arrears for the period from February 1, 2019 through August 31, 2021 in the amount of \$6,352.05, which tenant shall pay on or before October 1, 2021.

5. This lease extension is subject to and conditioned upon the approval of the New York City Department of Housing Preservation and Development and the New York City Housing Development Corporation.

6. Lessee specifically acknowledges that (1) this Lease is subordinate to the liens of those certain mortgages dated as of September 1, 2005 by and between Lessor and the New York City Housing Development Corporation as same may have been assigned to FANNIE MAE; (2) the tenant shall attorn to Lenders and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Lenders in any manner; (3) the tenant agrees to execute such further evidences of attornment as Lenders or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the Mortgaged Property (5) after a foreclosure sale of the Mortgaged Property, Lender or any other purchaser at such foreclosure sale may, at Lender's or such purchaser's option, accept or terminate such Lease; (6) tenant shall be entitled to remain in possession undisturbed so long as tenant performs all of its obligations under the Lease, and; (7) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Lenders, pay all Rents payable under the Lease to Lenders.

7. Paragraph 42 of the Original Lease is amended to read as follows:

42. Tenant covenants and agrees to obtain and, at all times during the term of this Lease, keep in force at Tenant's own expense insurance of every kind which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Tenant's business at the Demised Premises and also carry, at Tenant's own expense, with responsible, solvent insurance companies licensed to do business in the State of New York, and

reasonably satisfactory to Landlord, policies of personal injury liability and property damage liability insurance which insurance shall be maintained in such amount as Landlord shall, from time to time, require of Tenant. As of the date hereof, Landlord requires limits of liability in an amount not less than TWO MILLION (\$2,000,000) DOLLARS for any injury to an individual with aggregate limits of TWO MILLION (\$2,000,000) DOLLARS in the case of injury or death and in an amount not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for property damage; said policies will include Landlord, its Managing Agent, Tudor Realty Services Corp., the City of New York Department of Housing Preservation and Development, the United States Department of Housing and Urban Development, the New York City Housing Development Corporation, the New York City Housing Development Corporation, and the New York City Educational Construction Fund as parties insured, and any other party Landlord may ask Tenant to include on the policies, and will under no circumstances be considered anything other than primary insurance. Tenant shall include in such insurance policy or policies appropriate clauses pursuant to which the insurance company or companies (i) waive the right of subrogation against Landlord with respect to losses payable under such policy or policies and /or (ii) agree that such policy or policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policy or policies. Tenant will furnish Landlord with either the original policies of the insurance so carried by Tenant, or original certificates of insurance with respect to such insurance policies. Tenant shall deliver to Landlord and any additional insured, at least ten (10) days prior to the commencement date hereof, such fully paid for policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued directly by the insurance company and not by an insurance broker or agent, with a receipt from the insurance company showing that Tenant has paid the premiums for the insurance for the first twelve (12) months of the Lease term; in the event only a certificate of insurance is available at that time, within sixty (60) days after the commencement date, Tenant shall furnish to Landlord complete, original insurance policies. Such insurance coverage may be blanket policies of Tenant. The renewals of any such insurance coverage with proof of payment of the annual premium shall be delivered to Landlord at least thirty (30) days before the expiration of any existing policy. All policies of insurance shall provide that they shall not be canceled, terminated or materially altered without thirty (30) days' prior written notice to Landlord. In the event of Tenant's failure to comply with the provisions of this Paragraph, Landlord may cause the same to be done for Tenant's account and the costs thereof shall be deemed immediately payable to Landlord by Tenant upon the rendering of bills for the same as additional rent.

8. Except as amended herein, the terms and provisions of the Lease remain unchanged and in full force and effect through the Extension Term.

IN WITNESS WHEREOF, the undersigned have set forth their hands as of the date first above written.

CHINATOWN APARTMENTS, INC.

By: Joe Ly F.L.C.
President

TENANT

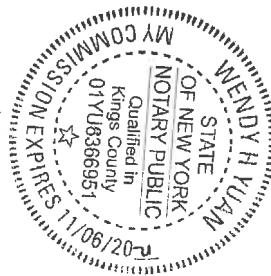
By: Joshua Ruan
Pastor

State of New York)
County of New York) ss.:

On the 16th day of August in the year 2021 before me, the undersigned, personally appeared Lok Sang Mei, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of individual
taking acknowledgment



State of New York)
County of New York) ss.:

On the 13 day of August in the year 2021 before me, the undersigned, personally appeared Guozhang Ruan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of individual
taking acknowledgment

CHUN W. WONG
Notary Public, State of New York
No. 02WO5057243
Qualified in New York County
Commission Expires March 18, 2022