

THIRD EXTENSION AND MODIFICATION OF LEASE

THIS EXTENSION AND MODIFICATION OF LEASE dated as of the __ day of July, 2022, 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 GOLDEN TOUCH HOME HEALTH LLC a Limited Liability Company having an office at 33 Bowery, Suite C-201, New York 10002 ("Tenant").

WHEREAS, on March 15, 2003, Landlord and Tenant entered into an agreement of lease ("Original Lease"), and Landlord and Alfred Lui as Tenant entered into an Extension and Modification of Lease as of April 1, 2008, and a Second Extension and Modification Agreement dated April 1, 2013 (collectively, the "Extension and Modification of Lease"); and (Such lease, as so extended and modified, is hereinafter referred to as the "Lease") for certain premises known as Office C-201 at 33 Bowery (the "Demised Premises") and located in the building known as Confucius Plaza (the "Building"), in the Borough of Manhattan, City and State of New York and being more particularly described in the Lease;

WHEREAS, On July , 2022 Alfred Lui as Assignor assigned the Lease to Golden Touch Home Health LLC and Golden Touch Home Health LLC as assignee accepted the assignment of the Lease and all rights and obligations contained therein.

WHEREAS, the parties desire to extend the term of the Lease by five (5) years 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 April 1, 2023 through March 31, 2028 (the "Extension Term").
2. The rental rate is hereby modified as follows:
 - (i) From the 1st day of April, 2023 up to and including the 31st day of March, 2024 the annual rental rate payable by Tenant to Landlord shall be \$57,160.80 per annum, payable in equal monthly installments of \$4,763.40.
 - (ii) From the 1st day of April, 2024 up to and including the 31st day of March, 2025 the annual rental rate payable by Tenant to Landlord shall be \$58,304.04 per annum, payable in equal monthly installments of \$4,858.67.
 - (iii) From the 1st day of April, 2025 up to and including the 31st day of March, 2026 the annual rental rate payable by Tenant to

- Landlord shall be \$59,470.08 per annum, payable in equal monthly installments of \$4,955.84.
- (iv) From the 1st day of April, 2026 up to and including the 31st day of March, 2027 the annual rental rate payable by Tenant to Landlord shall be \$60,659.52 per annum, payable in equal monthly installments of \$5,054.96.
 - (v) From the 1st day of April, 2027 up to and including the 31st day of March, 2028 the annual rental rate payable by Tenant to Landlord shall be \$61,872.72 per annum, payable in equal monthly installments of \$5,156.06.
 - (vi) Provided Tenant is not then in breach or default under any of the terms, covenants or conditions on Tenant's part to observe or perform under the Lease beyond notice and the expiration of any applicable cure period, Tenant shall not be obligated to pay Fixed rent for the Period beginning April 1, 2023, and ending May 31, 2023 (totaling \$9,526.80) payable by Tenant to Landlord under this Lease.

3. Tenant shall deposit with Landlord the sum of \$2,858.04 as security deposit to be held pursuant to Paragraph 33 of the Lease, to be due on execution of the lease extension. Currently on deposit is \$11,432.16. Total Security Deposit at execution of this Third Extension Agreement is to be \$14,290.20.

4. Paragraph 40(A) of the original lease is amended to read as follows:

40(A). 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 City of New York 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.

5. Paragraph 39(B) of your original lease will be amended as follows: The Base Year shall mean the New York City 2023/2024 fiscal year. Increases will be based on Tenant's proportionate share of increases in Shelter Rent Taxes (and any other payments in lieu of real estate taxes).

6. Although the Landlord has not previously collected your proportionate share of real estate taxes and operating expenses as provided and authorized in the lease, you shall be aware that Landlord, at its option, may commence billing you and collecting on your proportionate share of these items in the year or in the future.

7. 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.

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

9. 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:




THOMAS LO

GOLDENT TOUCH HOME HEALTH LLC,
TENANT

By:

Name:


Title:



WADE LI
President

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

On the 4th day of August in the year 2022 before me, the undersigned, personally appeared Thomas Ho, 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 4th day of August in the year 2022 before me, the undersigned, personally appeared Wade Li, 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



CONSENT TO ASSIGNMENT

This Consent to Assignment is made this day of July, 2022, by and among CHINATOWN APARTMENTS, INC. ("Landlord"), ALFRED LUI, ("Assignor" or "Tenant") and GOLDEN TOUCH HOME HEALTH LLC, ("Assignee").

RECITALS

A. Landlord demised to Assignor the premises described as C-201 at 33 Bowery, New York, New York ("Premises") under leases dated March 15, 2003 as said lease has been extended by an Extension of Lease dated as of April 1, 2008 and as said lease was further extended by a Second Modification and Extension of Lease dated April 1, 2013, (the "Leases").

B. Tenant sublet a portion of the Premises to Golden Touch Home Health LLC pursuant to Sublease and Consent to Sublet dated January 9, 2018.

C. Tenant acknowledges rent arrears through July 31, 2022 in the amount of ~~\$56,914.11~~. **56,881.11**

D. Landlord commenced a non-payment action in the Civil Court of the City of New York for New York County entitled Chinatown Apartments, Inc. v. Alfred Lui and Golden Touch Home Health LLC, bearing index number LT-300325-22/NY.

E. In settlement of the non-payment petition Alfred Lui agrees to surrender occupancy of the Premises and assign the Lease to Golden Touch Home Health LLC.

F. Assignor is required under the Leases to obtain the prior written consent of Landlord for this Assignment.

In consideration of the mutual agreements contained herein, the parties agree as follows:

1. Assignor hereby ratifies and confirms its obligations under the Lease and acknowledges that to Assignor's best knowledge Landlord is not in default under the Lease and, to Assignor's best knowledge that Assignor has no existing claim against Landlord or right of offset or defense against enforcement by Landlord of the obligations of Assignor under the.
2. Assignor release to Landlord, and waives any claim to the Security Deposit held under the terms of the lease.
3. In reliance upon representations, warranties and covenants contained herein, the Landlord consents to the assignment of the Lease to Assignee.

4. Without in any way limiting the provisions of this Consent, Landlord's consent to the Sublease is conditioned upon satisfaction of the following conditions:
- a. Landlord's receipt, within ten (10) days of the date hereof, of a fully executed copy of the Assignment of Lease, identical in form and substance to Exhibit A hereto.
 - b. Landlord's receipt, within ten (10) days of the date hereof, of a fully executed copy of this Consent.
 - c. Immediate Payment by Assignee of \$42,383.35 of the rent arrears accrued through July 31, 2022. Upon said payment Assignee is released from any obligation for payment of fixed rent accruing before August 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CHINATOWN APARTMENTS, INC.,
LANDLORD

By: _____

THOMAS LO

ALFRED LUI
ASSIGNOR

By: _____

GOLDEN TOUCH HOME HEALTH LLC,
ASSIGNEE

By: _____

ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment"), dated as of July _____, 2022, between Alfred Lui ("Assignor") and Golden Touch Home Health LLC ("Assignee").

WHEREAS, Assignor is the tenant under that certain lease (the "Lease") dated March 15, 2003, between Chinatown Apartments, Inc., as Landlord, and Alfred Lui, Esq., as Tenant, for the premises described therein as the commercial space known C-2-1 (the "Premises") in the building known as 33 Bowery, New York, New York, the Premises were leased to Tenant for a term commencing March 15, 2003 and ending March 31, 2008; and

WHEREAS, by Extension of Lease, dated as of April 1, 2008, between Landlord, and Tenant, among other things, the Lease was extended to March 31, 2013; and

WHEREAS, by Second Extension of Lease, dated as of March 1, 2020, between Landlord, and Tenant, among other things, the Lease was extended to March 31, 2023; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in, to and under the Lease; and

WHEREAS, Assignee desires to assume all of Assignor's obligations under the Lease.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in, to and under the Lease to have and to hold the same unto Assignee, its successors and assigns, forever, subject to all of the terms, covenants and conditions of the Lease.

2. Assignee hereby accepts the assignment of Assignor's right, title and interest in, to and under the Lease upon the terms and conditions herein set forth and hereby assumes and agrees to pay, perform and observe all of the obligations of the tenant under the Lease existing as of and after the date hereof.

3. Assignor hereby agrees to indemnify and hold harmless Assignee from and

against any and all claims, liabilities, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees, which arise out of the Lease and relate to the period prior to the date hereof. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all claims, liabilities, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees, which arise out of the Lease and relate to the period on or after the date hereof.

4. Assignor and Assignee hereby acknowledge that Landlord is not currently holding the security deposit required to be deposited by Tenant under the Lease said security having been applied to tenant's arrears. Assignor represents that he shall pay Landlord by certified funds the amount of \$11,432.16. Said funds representing the security deposit paid by Assignee to Assignor pursuant to a separate sublease for the premises. Landlord shall hold this sum as a portion of Assignee's security deposit required under the lease.

5. This Assignment may be amended only by an instrument in writing signed by Assignor and Assignee.

6. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same Assignment.

8. This Assignment shall be governed and construed in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of laws.

9. Assignor, in compliance with Lien Law §13, covenants that Assignor will receive the consideration for this assignment and will hold same as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply same first to the payment of the cost of the improvement before using any part of the total of same for any other purpose.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

Alfred Lui, Esq.
Assignor

By: 

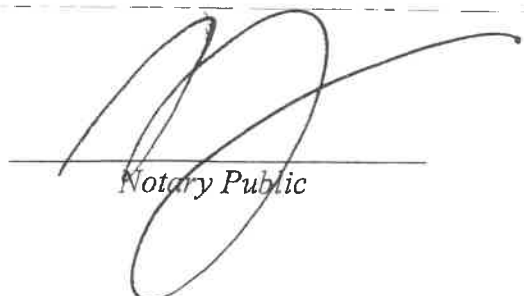
Golden Touch
Home Health LLC
Assignee

By: 
Name: WAOZ LI
Title: President

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

On the 29 day of July, 2022, before me, the undersigned Notary Public in and for said State, personally appeared _____, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.


(BEN) WAI WONG
Notary Public, State of New York
No. 01-WO5055232
Qualified in Queens County
Commission Expires 2/5/20 2023


Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

On the 4th day of August, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Wade Li, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

PEARL P. ZHENG
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ZH6238855
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES APRIL 11, 2023


Notary Public

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: NON-HOUSING PART 52

CHINATOWN APARTMENTS, INC.,

Petitioner,

Index No. LT- 300325-22/NY

— against —

ALFRED LUI, ESQ. and GOLDEN TOUCH HOME
HEALTH LLC,

Respondents.

STIPULATION OF
SETTLEMENT

This non-payment proceeding is hereby settled as follows:

1. Respondent Alfred Lui, Esq. consents to the jurisdiction of this Court. Petition is amended to reflect that \$56,881.11 is owed in arrears due to Petitioner. *Respondents withdraw their motion.*

2. Respondent's security deposit of \$11,130.00 shall be applied to the arrears of \$56,881.11 forthwith leaving a balance due of \$45,751.11.

3. At the time of the signing of this agreement, Respondent Alfred Lui will (a) sign the "Consent to Assignment" and the "Assignment and Assumption of Lease" documents relating to assignment of the lease to Golden Touch Home Health LLC and (b) provide to "Chinatown Apartments, Inc." a certified check in the amount of \$11,432.16. This is to replace in full the security deposit of Golden Touch.

4. Respondent Alfred Lui shall surrender the lease and respondent's entire possessory interest in the demised premises on or before July 31, 2022, time being of the essence for his vacature. Petitioner acknowledges that the premises are occupied by a subtenant which has been named in this proceeding. Petitioner shall accept Alfred Lui's surrender without prejudice to its rights to seek relief against respondent Golden Touch Home Health LLC ("Golden Touch") as set forth in paragraph 9 below. Petitioner shall accept the space with Golden Touch remaining and Respondent Alfred Lui will not be held liable for Golden Touch remaining and may surrender in full

despite Golden Touch remaining. Upon timely surrender of the keys and satisfaction of the requirements set forth in paragraph 3 above, respondent Alfred Lui will be released from the lease and all obligations thereunder, including future rent.

5. Provided Respondent timely vacates on or before July 31, 2022, by turning in keys, and in consideration for such vacatur, Petitioner shall waive collection of the Arrears Amount from Alfred Lui and this proceeding shall be deemed discontinued as to Respondent Lui. Respondent Lui shall turn in the keys to petitioner's attorney and a dated receipt is to be given by petitioner. Anything left in the premises by Alfred Lui shall be deemed abandoned and may be disposed of by petitioner without liability.

6. In the event Alfred Lui fails to vacate on or before July 31, 2022, petitioner shall be entitled to:

- a. forthwith entry of a final judgment of possession in favor of Petitioner in the amount of \$45,751.11, without prejudice to Petitioner's claim for subsequently accruing use and occupancy;
- b. forthwith issuance of the warrant of eviction ; and
- c. execution of the warrant of eviction upon the marshal's service of notice of eviction.

7. Respondent Alfred Lui hereby waives any and all claims he may have against the Petitioner and hereby agrees and unconditionally, irrevocably, forever and fully release, acquit, and forever discharge the Petitioner, and it's predecessors, principals, parents, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures, partners, insurers, investors, heirs, attorneys, officers, shareholders, directors, agents, representatives, employees and each of them (collectively, the "Petitioner Released Parties"), of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements,

or
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costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, punitive damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees).


8. In the event Respondent defaults in the performance of this stipulation Petitioner retains its right to pursue its claim for legal fees in connection with this proceeding.


9. Petitioner hereby discontinues without prejudice as to Respondent Golden Touch Home Heath LLC, but reserves its rights to seek relief against Goldent Touch in another action or proceeding, including to recover possession or to collect the Arrears Amount and any additional rent, utility charges and use and occupancy now due or which may hereafter accrue.

10. Either Party may file this stipulation with the Court.

Dated: July 29, 2022

(Jmw)
K


Kellner Herlihy Getty & Friedman, LLP
Attorneys for Petitioner
By: Jeanne-Marie Williams, Esq.
470 Park Avenue South – 7th Floor
New York, New York 10016
212-889-2821, ext. 309
jmw@khgflaw.com

X 
Law Offices of Alfred Lui
Attorney for Respondents
By: Alfred Lui, Esq.
alfredlui49@hotmail.com