

CONSENT TO ASSIGNMENT

This Consent to Assignment is made this 30th day of June, 2022, by and among **CHINATOWN APARTMENTS, INC.** ("Landlord"), **YES CONSULTING MANAGEMENT INC.**, ("Assignor") and **BETH ISRAEL HOMECARE, INC.**, ("Assignee").

RECITALS

A. Landlord demised to Assignor premises described as C-102 also known as 39 Bowery, New York, New York ("Premises") under leases dated April 1, 2013 as said lease has been extended by an Extension of Lease dated as of February 8, 2018, (the "Leases").

B. Pursuant to the Assignment and Assumption of Lease dated as of June 30, 2022, Assignor has assigned to Assignee all of its right, title and interest in and to the Leases and the Security deposit held by Landlord thereunder, and Assignee has agreed to perform all of the duties of the Assignor under the Leases; and

C. 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. In reliance upon representations, warranties and covenants contained herein, the Landlord consents to the assignment of the Lease to Assignee.
3. Tak Yee Lee shall execute a limited personal guaranty, guaranteeing the Assignee's full performance of all obligations under the lease.
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. Landlord's payment of Landlord's fair and reasonable legal fees in the amount of \$500.00 incurred in connection with Assignor's request to sublet a portion of the premises. Payment shall be made directly to Landlord's attorney's Kellner Herlihy Getty & Friedman, LLP.

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

CHINATOWN APARTMENTS, INC.,
LANDLORD

By:  _____

YES CONSULTING MANAGEMENT INC.,
ASSIGNOR

By:  _____

BETH ISRAEL HOMECARE, INC.,
ASSIGNEE

By:  _____

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment"), dated as of June _____, 2022, between Yes Consulting Management, Inc. ("Assignor") and Beth Israel Homecare Inc. d/b/a American Homecare in NY, Inc. ("Assignee").

WHEREAS, the Landlord and CHINATOWN MAIL SERVICE, INC. entered into a lease dated as of April 1, 2013, which provides for the Tenant to lease from the Landlord the commercial space identified as C102 in the building known as 33 Bowery, New York, New York (the "Demised Premises"), and as of September 8, 2018 Landlord and Tenant entered into an Extension of Lease and as of June 2018 CHINATOWN MAIL SERVICE, INC., assignee the lease to YES CONSULTING MANAGEMENT INC. (such lease is hereinafter referred to as the Lease); and

WHEREAS, by Second Extension of Lease, dated as of December 2018, between Chinatown Apartments, Inc., as Landlord, and Yes Consulting Management, Inc., as Tenant, among other things, the Lease was extended to December 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 hereby assigns to Assignee all its right, title and interest in the security deposit held by Landlord 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]

Yes Consulting
Management, Inc.
Assignor

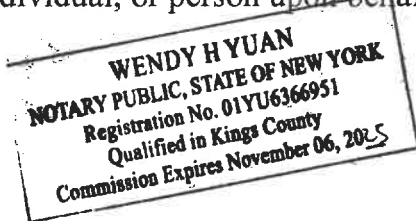
By: 
Name:
Title: President


Beth Israel
Homecare Inc.
Assignee

By: 
Name:
Title: PRESIDENT

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

On the 14th day of July, 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.






Notary Public

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

On the 14th day of July, 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.





Notary Public

SECOND EXTENSION OF LEASE

THIS EXTENSION OF LEASE dated as of December , 2018 by and between **CHINATOWN APARTMENTS, INC.** as landlord, with an office located at 33 Bowery, New York, New York (the "Landlord") and **YES CONSULTING MANAGEMENT, INC.**, as tenant, with an store located at 33 Bowery, Unit C102, a/k/a 39 Bowery, New York, New York 10002 (the "Tenant").

WHEREAS, the Landlord and CHINATOWN MAIL SERVICE, INC. entered into a lease dated as of April 1, 2013, which provides for the Tenant to lease from the Landlord the commercial space identified as C102 in the building known as 33 Bowery, New York, New York (the "Demised Premises"), and as of September 8, 2018 Landlord and Tenant entered into an Extension of Lease and as of June 2018 CHINATOWN MAIL SERVICE, INC., assigne the lease to YES CONSULTING MANAGEMENT INC.(such lease is hereinfater refered to as the Lease);

WHEREAS, the Lease expires on December 31, 2018; and

WHEREAS, the Tenant has requested a five year extension of the Lease term and the Landlord has agreed to the same on the terms and conditions contained herein.

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

1. Effective September , 2018, the term of the Lease is hereby extended through December 31, 2023.

2. Tenant shall pay fixed rent at the following rental rates (the "Fixed Rent"):

(a) for the period commencing January 1, 2019 through and including December 31, 2019, \$27,139.92 per annum (\$2,261.66 per month).

(b) for the period commencing January 1, 2020 through and including December 31, 2020, \$27,547.08 per annum (\$2,318.26 per month).

(c) for the period commencing January 1, 2021 through and including December 31, 2021, \$27,960.24 per annum (\$2,364.63 per month).

(d) for the period commencing January 1, 2022 through and including December 31, 2022, \$28,379.64 per annum (\$2,411.92 per month).

(e) for the period commencing January 1, 2023 through and including December 31, 2023, \$28,805.40 per annum (\$2,460.16 per month).

3. Tenant shall deposit with Landlord the sum of \$231.05 as an additional security deposit to be held pursuant to Paragraph 31 of the Lease, to be due on execution of the lease extension.

4. Except as amended herein, the terms and provisions of the Lease remain unchanged and in full force and effect.

5. Although Landlord has not previously collected your proportionate share

of water usage, 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.

6. The parties may execute this Extension of Lease in several counterparts, each of which shall be deemed to be an original, and all executed counterparts, when joined together, shall constitute and be one and the same instrument. The parties may sign this Extension of Lease by means of facsimile signatures, which shall be deemed originals and shall be binding upon the parties as if they were original signatures.

IN WITNESS WHEREOF, the undersigned have set forth their hands as of the ___ day of December 2018.

CHINATOWN APARTMENTS, INC. YES CONSULTING MANAGEMENT, INC.

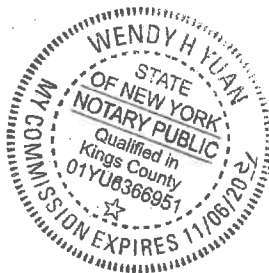
By: [Signature]
Title: President

By: [Signature]
Title: Pres

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


On the 7th day of Dec in the year 2018 before me, the undersigned, personally appeared Loh Sang Mui, 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]
Signature and Office of individual
taking acknowledgment



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

On the 7th day of Dec in the year 2018 before me, the undersigned, personally appeared Tak Yee Lee, 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 30th day of June, 2022, by and among **CHINATOWN APARTMENTS, INC.** ("Landlord"), **YES CONSULTING MANAGEMENT INC.**, ("Assignor") and **BETH ISRAEL HOMECARE, INC.**, ("Assignee").

RECITALS

A. Landlord demised to Assignor premises described as C-102 also known as 39 Bowery, New York, New York ("Premises") under leases dated April 1, 2013 as said lease has been extended by an Extension of Lease dated as of February 8, 2018, (the "Leases").

B. Pursuant to the Assignment and Assumption of Lease dated as of June 30, 2022, Assignor has assigned to Assignee all of its right, title and interest in and to the Leases and the Security deposit held by Landlord thereunder, and Assignee has agreed to perform all of the duties of the Assignor under the Leases; and

C. 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. In reliance upon representations, warranties and covenants contained herein, the Landlord consents to the assignment of the Lease to Assignee.
3. Tak Yee Lee shall execute a limited personal guaranty, guaranteeing the Assignee's full performance of all obligations under the lease.
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. Landlord's payment of Landlord's fair and reasonable legal fees in the amount of \$500.00 incurred in connection with Assignor's request to sublet a portion of the premises. Payment shall be made directly to Landlord's attorney's Kellner Herlihy Getty & Friedman, LLP.

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

CHINATOWN APARTMENTS, INC.,
LANDLORD

By: _____

YES CONSULTING MANAGEMENT INC.,
ASSIGNOR

By: _____

BETH ISRAEL HOMECARE, INC.,
ASSIGNEE

By: _____

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment"), dated as of June _____, 2022, between Yes Consulting Management, Inc. ("Assignor") and Beth Israel Homecare Inc. d/b/a American Homecare in NY, Inc. ("Assignee").

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WHEREAS, by Second Extension of Lease, dated as of December 2018, between Chinatown Apartments, Inc., as Landlord, and Yes Consulting Management, Inc., as Tenant, among other things, the Lease was extended to December 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 hereby assigns to Assignee all its right, title and interest in the security deposit held by Landlord under the Lease.

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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]

Yes Consulting
Management, Inc.
Assignor

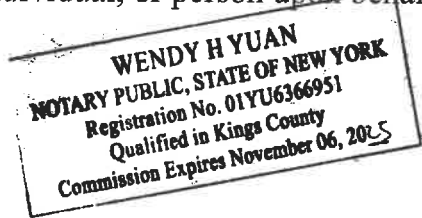
By: 
Name:
Title: President


Beth Israel
Homecare Inc.
Assignee

By: 
Name:
Title: PRESIDENT

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

On the 14th day of July, 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.





Notary Public

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

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Notary Public