

## SECOND EXTENSION AND MODIFICATION OF LEASE

**THIS EXTENSION AND MODIFICATION OF LEASE** dated as of the 31<sup>st</sup> day of January 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 **CONFUCIUS PHARMACY, INC.**, a New York corporation with offices at 33 Bowery, New York, New York 10002 ("Tenant").

**WHEREAS**, the Landlord and Tenant entered into a lease dated May 1, 2012, which provides for the Tenant to lease from the Landlord store A-104 located at 33 Bowery, New York, New York;

**WHEREAS**, the Landlord and Tenant entered into an extension of lease which expires on February 28, 2022 (the "Lease");and

**WHEREAS**, the Tenant has requested a five (5) 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 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 March 1, 2022 through February 28, 2027 (the "Extension Term").

2. The base rental rate is hereby modified as follows:

(i) From the 1<sup>st</sup> day of March, 2022 up to and including the 28<sup>th</sup> day of February, 2023 the annual rental rate payable by Tenant to Landlord shall be \$81,988.32 per annum, payable in equal monthly installments of \$6,832.36;

(ii) From the 1<sup>st</sup> day of March, 2023 up to and including the 29<sup>th</sup> day of February, 2024 the annual rental rate payable by Tenant to Landlord shall be \$83,628.12 per annum, payable in equal monthly installments of \$6,969.01;

(iii) From the 1<sup>st</sup> day of March, 2024 up to and including the 28<sup>th</sup> day of February, 2025 the annual rental rate payable by Tenant to Landlord shall be \$85,300.68 per annum, payable in equal monthly installments of \$7,108.39;

(iv) From the 1<sup>st</sup> day of March, 2025 up to and including the 28<sup>th</sup> day of February, 2026 the annual rental rate payable by Tenant to Landlord shall be \$87,006.72 per annum, payable in equal monthly installments of \$7,250.56 and then

(v) From the 1<sup>st</sup> day of March, 2026 up to and including the 28<sup>th</sup> day of February, 2027 the annual rental rate payable by Tenant to Landlord shall be \$88,746.84 per annum, payable in equal monthly installments of \$7,395.57.

3. On or before March 1, 2022, Tenant shall deposit with Landlord the sum of \$597.00 as an additional security deposit to be held pursuant to Article 31 of the Lease.

4. 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.

CONFUCIUS PHARMACY, INC.

By:



By:



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

On the 31<sup>st</sup> day of January in the year 2022 before me, the undersigned, personally appeared Lok 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.

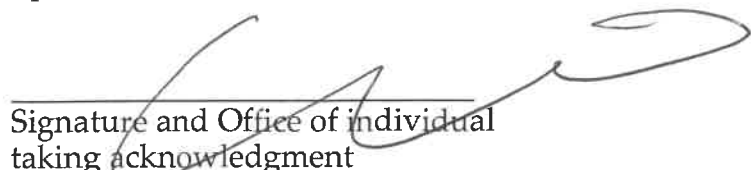
  
Signature and Office of individual  
taking acknowledgment

EUGENE F. GETTY  
Notary Public, State of New York  
No. 02GE4963825  
Qualified in Nassau County  
Commission Expires March 18, 2026

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

On the 14 day of February in the year 2022 before me, the undersigned, personally appeared Ernie Ng, 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.

  
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Signature and Office of individual  
taking acknowledgment

HSUEH MIN CHEN  
NOTARY PUBLIC-STATE OF NEW YORK

No. 01CH6330434

Qualified in Queens County

My Commission Expires

9/14/13