

## EXTENSION AND MODIFICATION OF LEASE

**THIS EXTENSION OF LEASE** dated as of February 1, 2022 by and between **CHINATOWN APARTMENTS, INC.** as landlord, with an office located at 33 Bowery, New York, New York (the "Landlord") and **GOLDEN TOUCH HOME HEALTH LLC**, as tenant, with an office located at 33 Bowery, Unit B-202, New York, New York 10002 (the "Tenant").

**WHEREAS**, the Landlord and Tenant entered into a lease dated April 1, 2017, which provided for the Tenant to lease from the Landlord the commercial space identified as B202 in the building known as 33 Bowery, New York, New York (the "Lease");

**WHEREAS**, the Tenant wishes to extend the Lease and the Landlord has agreed to extend the Lease;

**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. The term of the Lease is hereby extended from May 1, 2022 through April 30, 2027 (the "**Extension Term**").

2. The rental rate is hereby modified as follows:

(i) From the 1<sup>st</sup> day of May 1, 2022 up to and including the 30<sup>th</sup> day of April, 2023 May the annual rental rate payable by Tenant to Landlord shall be \$45,360 per annum, payable in equal monthly installments of \$3,780.00,

(ii) From the 1<sup>st</sup> day of May, 2023 up to and including the 31<sup>st</sup> day of April, 2024 the annual rental rate payable by Tenant to Landlord shall be \$46,267.20 per annum, payable in equal monthly installments of \$3,855.60,

(iii) From the 1<sup>st</sup> day of May, 2024 up to and including the 31<sup>st</sup> day of April, 2025 the annual rental rate payable by Tenant to Landlord shall be \$47,192.52 per annum, payable in equal monthly installments of \$3,932.71,

(iv) From the 1<sup>st</sup> day of May, 2025 up to and including the 31<sup>st</sup> day of April, 2026 the annual rental rate payable by Tenant to Landlord shall be \$48,136.44 per annum, payable in equal monthly installments of \$4,011.37, and then

(v) From the 1<sup>st</sup> day of May, 2026 up to and including the 31<sup>st</sup> day of April, 2027 the annual rental rate payable by Tenant to Landlord shall be \$49,099.08 per annum, payable in equal monthly installments of \$4,091.59.

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

4. The parties may execute this Extension and Modification 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 and Modification 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 February , 2022.

**CHINATOWN APARTMENTS, INC.**

By:



Title: \_\_\_\_\_

**GOLDEN TOUCH HOME HEALTH LLC**

By:



WADE LI, President

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 Mo, 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.

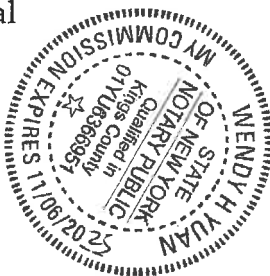
Eugene F. Getty  
Signature and Office of individual  
taking acknowledgment

EUGENE F. GETTY  
Notary Public, State of New York  
No. 02GE4963825  
Qualified in Nassau County  
Commission Expires March 19, 2026

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

On the      day of      in the year 2022 before me, the undersigned, personally appeared      , 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.

Wendy H. Yuan  
Signature and Office of individual  
taking acknowledgment



### CONSENT TO ASSIGNMENT

This Consent to Assignment is made this 17<sup>th</sup> day of ~~August~~ <sup>February</sup>, ~~2020~~ <sup>2022</sup>, by and among CHINATOWN APARTMENTS, INC. ("Landlord"), Golden Touch Home Health LLC, ("Assignor") and Confucius Social Daycare Center, Inc., ("Assignee").

### RECITALS

Landlord demised to Assignor premises described as B-202 at 33 Bowery, New York, New York ("Premises") under leases dated April 1, 2017 as said lease has been extended by an Extension of Lease dated as of February 1, 2022, (the "Leases").

Pursuant to the Assignment and Assumption of Lease dated as of February 1, 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

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:

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 Lease.

In reliance upon representations, warranties and covenants contained herein, the Landlord consents to the assignment of the Lease to Assignee.

Chanel Li and Lydia Li shall each execute a limited personal guaranty, guaranteeing the Assignee's full performance of all obligations under the lease.

Without in any way limiting the provisions of this Consent, Landlord's consent to the Assignment is conditioned upon satisfaction of the following conditions:

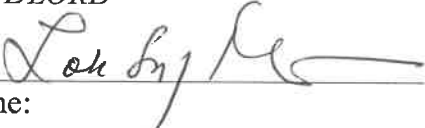
Landlord's receipt, within ten (10) days of the date hereof, of a fully executed copy of the Assignment of Lease, identical in form and substance to Exhibit A hereto.

Landlord's receipt, within ten (10) days of the date hereof, of a fully executed copy of this Consent.


Wade Li, as a principal of Assignee, shall remain bound and liable under his Guaranty of the Lease.

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


CHINATOWN APARTMENTS, INC.,  
LANDLORD

By:   
Name:  
Title:

Golden Touch Health LLC  
ASSIGNOR

By:   
Name: WADE LI  
Title: President

Confucius Social Daycare Center, Inc.  
ASSIGNEE

By:   
Name: WADE LI  
Title: President

## **EXHIBIT A**

4

ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment"), dated as of February 1, 2022, between Golden Touch Home Health LLC ("Assignor") and Confucius Social Daycare Center, Inc. ("Assignee").

WHEREAS, Assignor is the tenant under that certain lease (the "Lease") dated April 1, 2017, between Chinatown Apartments, Inc., as Landlord, and Golden Touch Home Health LLC, as Tenant, for the premises described therein as the commercial space known as Suite B-202 (the "Premises") in the building known as 33 Bowery, New York, New York, the Premises were leased to Tenant for a term commencing May 1, 2017 and ending April 30, 2022; and

WHEREAS, by Extension of Lease, dated as of February 1, 2022, between Chinatown Apartments, Inc., as Landlord, and Golden Touch Home Health LLC, as Tenant, among other things, the Lease was extended to April 30, 2027; 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]**



Golden Touch Home  
Health LLC, Assignor

By:   
Name: Wade Li  
Title: President

Confucius Social Daycare  
Center, Inc., Assignee

By:   
Name: Wade Li  
Title: president

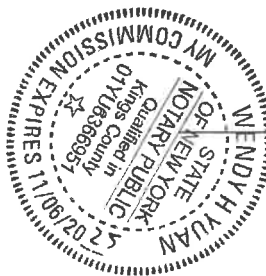
Guarantor hereby acknowledges and consents to the assignment and assumption of this lease and agrees to continue to guarantee the obligations of Assignee under this Lease as extended and assigned.


Guarantor

  
Wade Li

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

On the 8<sup>th</sup> day of ~~January~~<sup>Feb</sup>, 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.



  
Notary Public

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

On the 8<sup>th</sup> day of ~~January~~<sup>Feb</sup>, 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.



  
Notary Public

**CERTIFICATE OF DIRECTORS RESOLUTIONS  
OF  
CHINATOWN APARTMENTS, INC.**

The undersigned Secretary of **CHINATOWN APARTMENTS, INC.**,  
(the "Corporation"), a New York Corporation,

**DOES HEREBY CERTIFY:**

At a meeting of the Board of Directors of the Corporation, duly called and held the     day of February, 2022, at which a quorum was present and acted throughout, the Board of Directors adopted the following resolutions, which have not been modified or rescinded:

**RESOLVED**, that the form terms and provisions of the proposed Extension and Modification of Lease between the Corporation and Golden Touch Home Health LLC, dated as of April 1, 2017, for Sapce B-202 (the "Lease") are hereby approved by the Corporation and the Chief Executive Officer, President, Vice President, Treasurer or Secretary of the Corporation are hereby directed, authorized and empowered collectively and individually to present the Extension and Modification of Lease to the New York City Department of Housing Preservation and Development, ("HPD") and the New York City Housing Development Corporation, ("HDC") for their respective approval and to represent the Corporation, and act in its name and on its behalf for the purposes of obtaining HDC and HPD's approval of the Lease;

**BE IT FURTHER RESOLVED THAT**, that upon the Corporation's receipt of approval of the Extension and Modification of Lease from HDC and HPD the Chief Executive Officer, President, Vice President, Treasurer or Secretary of the Corporation are hereby directed, authorized and empowered collectively and individually to execute and deliver the Lease and all other instruments, affidavits, notes and documents required in connection therewith; and

**BE IT FURTHER RESOLVED THAT**, that the form terms and provisions of the proposed Consent to Assignment of Lease, as extended, between the Corporation as Landlord and Golden Touch Home Health LLC, as Assignor and Confucius Social Daycare Center, Inc., as Assignee dated as of February 1, 2022, are hereby approved by the Corporation and the Chief Executive Officer, President, Vice President, Treasurer or Secretary of the Corporation are hereby directed, authorized and empowered collectively and individually to execute and deliver the Consent to Assignment and all other instruments, affidavits, notes and documents required in connection therewith; and

**BE IT FURTHER RESOLVED THAT**, all prior acts by the officers of this Corporation to accomplish the purposes of these resolutions, are hereby approved and ratified.

**IN WITNESS WHEREOF**, the undersigned has hereto affixed his hand and the seal of the Corporation this 31st day of Janaury, 2022.

  
Name: \_\_\_\_\_  
Title:



**Department of  
Housing Preservation  
& Development**

nyc.gov/hpd

**Office of Asset & Property  
Management  
Division of Housing  
Supervision  
100 Gold Street  
New York, N.Y. 10038**

**MARIA TORRES-SPRINGER  
Commissioner**

**A. A. HENDRICKSON  
Deputy Commissioner**

**JULIE WALPERT  
Assistant Commissioner**

April 20, 2017

Eugene F. Getty  
Kellner Herlihy Getty & Freedman, LLP  
470 Park Avenue South, 7<sup>th</sup> Floor  
New York, NY 10016

Re: Chinatown Apartments, Inc.  
Golden Touch Home Health LLC

Dear Mr. Getty:

HPD has reviewed and approves the lease agreement between the above referenced parties. The lease agreement between Chinatown Apartment, Inc. and Golden Touch Home Health LLC is for a five year period commencing May 1, 2017 and terminating April 30, 2022.

We are retaining all documents for our file.

Sincerely,

Gary Sloman  
Director of Operations

cc: Julie C. Walpert  
June Felix  
Siri Raghonath  
Justin Yu  
Drew Moschella



Printed on paper containing 30% post-consumer material.

KELLNER HERLIHY GETTY & FRIEDMAN, LLP

470 PARK AVENUE SOUTH, 7th FLOOR

NEW YORK, NEW YORK 10016

DOUGLAS A. KELLNER  
CAROL ANNE HERLIHY  
EUGENE F. GETTY  
ALAN M. FRIEDMAN  
JEANNE-MARIE WILLIAMS  
THOMAS VANDENABEELE

CHARLES E. KRAUSCHE II  
NAZY MODIRI  
OLGA V. PETROVSKY  
TAMARA P. SALZMAN  
GREGORY LISS  
YEKATERINA DESYATNIKOVA

TELEPHONE: (212) 889-2121  
FACSIMILE: (212) 684-6224  
efg@khgflaw.com

COUNSEL  
MICHAEL H. SINGER  
ROBERT P. MCGREEVY

\* ALSO MEMBER NEW JERSEY BAR  
\* ALSO LICENSED IN FRANCE

April 21, 2017

**BY HAND**

Mr. Nick Chang  
Chinatown Apartments, Inc.  
33 Bowery  
New York, New York 10002

Golden Touch Home Health, LLC

Dear Nick:

Enclosed please find three fully executed copies of the lease, two copies of the Guarantee, two copies of the approval letters and the Tenant's checks for the Security Deposit and First Months rent.

Please give Wade two copies of the Lease for his records. Keep a copy of the lease and a copy of the guarantee for Confucius Plaza's records and deposit the rent and security deposit.

Nick you should also note for your back office, that the tenant is entitled to one months free rent which should be applied to June. So please do not bill him for June's base rent. He can be billed for his utility usage.

Please do not hesitate to contact me with any questions.

Very truly yours,



Eugene F. Getty

Enclosures

Copy To: Justin Yu w/o Enc.  
Drew Moschella w/o Enc.  
Joan Huang w/o Enc.

# STANDARD FORM OF OFFICE LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 1st day of April in the year 2017, between CHINATOWN APARTMENTS, INC., a New York Corporation having offices at 33 Bowery, NY, NY 10002 party of the first part, hereinafter referred to as OWNER, and GOLDEN TOUCH HOME HEALTH LLC, a New York Corporation having offices at 33 Bowery, NY, NY 10002, party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Suite B202

in the building known as Confucius Plaza in the Borough of Manhattan, City of New York, for the term of Five (5) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the

1st day of May in the year 2017, and to end on the 30th day of April in the year 2022, and both dates inclusive, at an annual rental rate of as set forth on the rider annexed hereto and hereby made a part hereof

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.  
Occupancy: 2. Tenant shall use and occupy the demised premises for Business offices in connection with providing home health attendants and training of home health attendants and for no other purpose.

Tenant Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises, by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal, of other installations as may be required by Owner, Tenant shall immediately, and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner, at Tenant's expense.

Maintenance and Repairs: 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by, or resulting from, carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for, or supplied to, Tenant or any subtenant, or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by

Owner. Any other repairs in or to the building or the facilities and systems thereof, for which Tenant is responsible, shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of the demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the demised premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises, or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law, or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or, with respect to the building if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease). Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Owner to prosecution for a criminal offense, or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant

shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Owner to any liability or responsibility to any person, or for property damage. Tenant shall not keep anything in the demised premises, except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the demised premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article, and if by reason of such failure the fire insurance rate shall, at the beginning of this lease, or at any time thereafter, be higher than it otherwise would be, then, Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgement, to absorb and prevent vibration, noise and annoyance.

**Subordination:** 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

**Property Loss, Damage Reimbursement Indemnity:** 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by, or due to, the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to, Owner's own acts, Owners shall not be liable for any damage Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor, nor abatement or diminution of rent, nor shall the same release Tenant from its obligations hereunder, nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

**Destruction, Fire and Other Casualty:** 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner, and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by, and at the expense of, Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty, according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent, as hereinafter expressly provided, shall be proportionately paid up to the time of the casualty, and thenceforth shall cease until the date when the demised premises shall have been repaired and restored by Owner (or if sooner reoccupied in part by Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within ninety (90) days after such fire or casualty, or thirty (30) days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease, and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date, and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall

make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the demised premises as promptly as reasonably possible, all of Tenant's salvageable inventory and moveable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d), and (e) above, against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefiting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

**Eminent Domain:** 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease, and assigns to Owner, Tenant's entire interest in any such award. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixture and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

**Assignment, Mortgage, Etc.:** 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant or the majority partnership interest of a partnership Tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

**Electric Current:** 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

**Access to Premises:** 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Owner may elect to perform. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floor, or ceiling. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof, Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term, for the purpose of showing the same to prospective tenants. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly, and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder.



**Vault,  
Vault Space,  
Area:**

14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license; and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

**Occupancy:**

15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

**Bankruptcy:**

16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination, and the fair and reasonable rental value of the demised premises for the period for which such installment was payable, shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such demised premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than, the amount of the difference referred to above.

**Default:**

17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under §365 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof, and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required; then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

**Remedies of  
Owner and  
Waiver of  
Redemption:**

18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or other wise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also

pay to Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises, or any part or parts thereof, shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises, as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

**Fees and  
Expenses:**

19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice, if required, and upon expiration of any applicable grace period, if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter and without notice, perform the obligation of Tenant thereunder. If Owner, in connection with the foregoing, or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding, and prevails in any such action or proceeding, then Tenant will reimburse Owner for such sums so paid, or obligations incurred, with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder, and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner, as damages.

**Building  
Alterations  
and  
Management:**

20. Owner shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefor, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building, and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenants making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

**No Repre-  
sentations  
Owner:**

21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

**End of  
Term:**

22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom-clean", in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

**Quiet  
Enjoyment:**

23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, never-

theless, to the terms and conditions of this lease including, but not limited to, Article 31 hereof, and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

**Failure to Give Possession:**

24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in condition required by this lease. If permission is given to Tenant to enter into possession of the demises premises, or to occupy premises other than the demised premises, prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in the preamble to this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

**No Waiver:**

25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

**Waiver of Trial by Jury:**

26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of, or occupancy of, the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

**Inability to Perform:**

27. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations, or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures, or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions which have been or are affected, either directly or indirectly, by war or other emergency.

**Bills and Notices:**


28. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

**Services Provided by Owners:**

29. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall provide: (a) necessary elevator for facilities on business days from 8 a.m. to 6 p.m. and have one elevator subject to call at all other times; (b) heat to the demised premises when and as required by law, on business days from 8 a.m. to 6 p.m.; (c) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Owner shall be the sole judge), Owner may install a water meter at Tenant's expense, which Tenant shall thereafter maintain at Tenant's expense in good working order and repair, to register such water consumption, and Tenant shall pay for water consumed as shown on said meter

 Rider to be added if necessary.

as additional rent as and when bills are rendered; (d) cleaning service for the demised premises on business days at Owner's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant; it shall be done at Tenant's sole expense, in a manner reasonably satisfactory to Owner, and no one other than persons approved by Owner shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (e) if the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to Tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excepted) from 8:00 a.m. to 6:00 p.m., and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid. If Tenant requires air conditioning/cooling or ventilation for more extended hours or on Saturdays, Sundays or on holidays, as defined under Owner's contract with the International Union of Operating Engineers Local 94,94A, 94B, Owner will furnish the same at Tenant's expense.

 RIDER to be added in respect to rates and conditions for such additional service; (f) Owner reserves the right to stop services of the heating, elevators, plumbing, air-conditioning, electric, power systems or cleaning or other services, if any, when necessary by reason of accident, or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner, for as long as may be reasonably required by reason thereof. If the building of which the demised premises are a part supplies manually operated elevator service, Owner at any time may substitute automatic control elevator service and proceed diligently with alterations necessary therefor without in any wise affecting this lease or the obligations of Tenant hereunder.

**Captions:**

30. The Captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this lease nor the intent of any provisions hereof.

**Definitions:**

31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, bootblack or other stand, barber shop, or for other similar purposes, or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession for the time being, of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building, or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be, and hereby is, entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days as observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employee service contract, or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.


**Adjacent Excavation-Shoring:**

32. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building, of which demised premises form a part, from injury or damage, and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

**Rules and Regulations:**

33. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional Rules or Regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rules or Regulations hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rules or Regulations for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rules or Regulations upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

**Security:**

 34. Tenant has deposited with Owner the sum of \$ 43,200.00 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency incurred before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building, or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee, and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner

solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber, or attempt to assign or encumber, the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

**Estoppel Certificate:**

35. Tenant, at any time, and from time to time, upon at least ten (10) days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this lease, and, if so, specifying each such default.

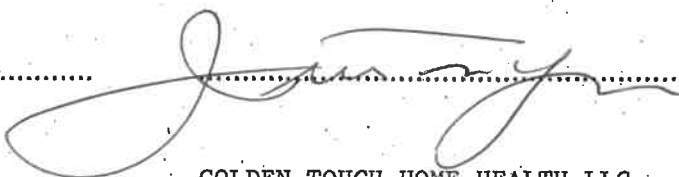
**Successors and Assigns:**

36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

**In Witness Whereof**, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

CHINATOWN APARTMENTS, INC.



Witness for Tenant:

GOLDEN TOUCH HOME HEALTH LLC



**ACKNOWLEDGEMENT**

**STATE OF NEW YORK,**

**SS.:**

**COUNTY OF**

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a 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(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.

\_\_\_\_\_  
NOTARY PUBLIC

**IMPORTANT - PLEASE READ**  
**RULES AND REGULATIONS ATTACHED TO AND**  
**MADE A PART OF THIS LEASE**  
**IN ACCORDANCE WITH ARTICLE 33.**

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by Tenant or used for any purpose other than for ingress or egress from the demised premises, and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sideguards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant, whether or not caused by the Tenant, or its clerks, agents, employees or visitors.
3. No carpet, rug or other article shall be hung or shaken out of any window of the building and Tenant shall not sweep or throw, or permit to be swept or thrown, from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any bicycles, vehicles, animals, fish, or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premise if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
6. Tenant shall not mark, paint, drill into, or in any way deface, any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or mechanism thereof. Tenant must, upon the termination of his tenancy, restore to Owner all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys, so furnished, Tenant shall pay to Owner the cost thereof.
8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on

the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease, or which these Rules and Regulations are a part.

9. Canvassing, soliciting and peddling in the building is prohibited and Tenant shall cooperate to prevent the same.

10. Owner reserves the right to exclude from the building all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom he requests such pass, and shall be liable to Owner for all acts of such persons. Tenant shall not have a claim against Owner by reason of Owner excluding from the building any person who does not present such pass.

11. Owner shall have the right to prohibit any advertising by Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.

12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in, or emanate from, the demised premises.

13. If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 3:00 p.m. in the case of services required on weekdays, and prior to 3:00 p.m. on the day prior in case of after hours service required on weekends or on holidays. Tenant shall cooperate with Owner in obtaining maximum effectiveness of the cooling system by lowering and closing venetian blinds and/or drapes and curtains when the sun's rays fall directly on the windows of the demised premises.

14. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto, and shall be done during such hours as Owner may designate.

15. Refuse and Trash. (1) Compliance by Tenant. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations, of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Owner. Such separate receptacles may, at Owner's option, be removed from the demised premises in accordance with a collection schedule prescribed by law. Tenant shall remove, or cause to be removed by a contractor acceptable to Owner, at Owner's sole discretion, such items as Owner may expressly designate. (2) Owner's Rights in Event of Noncompliance. Owner has the option to refuse to collect or accept from Tenant waste products, garbage, refuse or trash (a) that is not separated and sorted as required by law or (b) which consists of such items as Owner may expressly designate for Tenant's removal, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 15, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Owner.

Address

Premises

CHINATOWN APARTMENTS, INC.

TO

GOLDEN TOUCH HOME HEALTH LLC

STANDARD FORM OF

Office  
Lease

The Real Estate Board of New York, Inc.  
© Copyright 1999. All rights Reserved.  
Reproduction in whole or in part prohibited.

Dated \_\_\_\_\_ in the year \_\_\_\_\_

Rent Per Year

Rent Per Month

Term  
From  
To

Drawn by .....

Checked by .....

Entered by .....

Approved by .....



**RIDER ANNEXED TO AND MADE PART OF LEASE  
DATED AS OF APRIL 1, 2017 BETWEEN  
CHINATOWN APARTMENTS, INC., AS LANDLORD,  
AND GOLDEN TOUCH HOME HEALTH, LLC., AS TENANTS**

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

(a) for the period commencing May 1, 2017 through and including April 30, 2020, \$43,200.00 per annum (\$3,600.00 per month); and then

(b) for the period commencing May 1, 2020 through and including April 30, 2021, \$45,360 per annum (\$3,780.00 per month).

(c) 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 June 1, 2016 and ending June 30, 2017 (totaling \$3,600.00) payable by Tenant to Landlord under Article 37 of this Lease.

**LATE PAYMENT CHARGES**

38. If Tenant shall fail to pay when due (i) any installment of Fixed Rent or (ii) any adjustment or other item of additional rent and such failure shall continue for ten (10) days, then Tenant shall pay Landlord, upon demand, as additional rent, a late charge equal to four (4%) percent of such installment or payment as an agreed liquidated amount as compensation for Landlord's additional administrative expenses relating to such late payment. The provisions of this Paragraph 38 are in addition to other remedies available to Landlord for non-payment of Fixed Rent or additional rent.

**REAL ESTATE AND OTHER TAXES**

39. A. Tenant acknowledges that (i) Landlord is a Limited Profit Mutual Housing Company under Article II of the Private Housing Finance Law of the State of New York ("PHFL") and as such obtains a tax exemption pursuant to PHFL §33, (ii) Tenant's occupancy is commercial in nature and not residential as contemplated by the PHFL, (iii) the additional rent due under this paragraph shall be calculated without regard for any real estate tax exemption or abatement, and (iv) Tenant shall pay, as additional rent, an amount calculated in accordance with this Paragraph 39.

**B. Definitions.**

1. The term "Project" shall mean the property owned by Chinatown Apartments, Inc., and designated on the Tax Map for the City of New York, Borough of Manhattan as Block 289, Lot 9001.

2. The term "Real Estate Taxes" shall mean the product of (x) the Assessed Valuation, without regard to any exemption or abatement, for the Project as recorded in the Annual Record of Assessed Valuations for the year concerned and (y) the Real Property Tax Rate for a Class II Property as set by the New York City Board of Estimates for the year concerned, provided, however, that if the New York City Department of Taxation shall use a tax rate greater than the Class II Tax Rate to calculate the real estate taxes on the commercial portion of the Project for any year, then such higher rate shall be the Tax Rate. The term "Other Taxes" shall mean all assessments, governmental levies, municipal taxes, county taxes or any other governmental charge, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, that are or may be assessed, levied or imposed upon all or any part of the building or land on which the building in which the Demised Premises is located (the "Property"), and the sidewalks, arcades, plazas, alleys or streets in front of or adjacent thereto, including any tax, excise or fee measured by or payable with respect to any rent or mortgage and levied against Landlord and /or the Property, and /or against the holder of any mortgage affecting the Property, under the laws of the United States, the State of New York, or any political subdivision thereof, or by the City of New York, (but excluding any income, franchise, corporate, estate, inheritance, succession, capital stock, transfer or mortgage recording tax levied on Landlord or the holder of any such mortgage). If, due to a future change in the method of taxation or in the taxing authority, a new or additional real estate tax, or a franchise, income, transit, profit or other tax or governmental imposition, however designated, shall be levied against Landlord, and /or the Land and /or the sidewalks, arcades, plazas, alleys or streets in front of or adjacent thereto, in addition to, or in substitution in whole or in part for any tax which would constitute "Real Estate Taxes", or in lieu of additional taxes, such tax or imposition shall be deemed for the purposes hereof to be included within the term "Other Taxes".

3. "Base Year Tax" shall mean the Real Estate Taxes for the 2017/2018 tax year.

4. "Tenant's Percentage" shall mean 1 and 6/10 Percent (1.6%).

5. The term "Tax Year" shall mean any twelve month period commencing July 1st and ending June 30th which covers any portion of the term of this Lease.

C. (i) In the event that the Real Estate Taxes for any Tax Year subsequent to the 2017/2018 tax year shall exceed the Base Year Tax, the Tenant

shall pay, as additional rent, an amount equal to the Tenant's Percentage of the excess.

(ii) In addition to Tenant's share of the Real Estate Taxes, Tenant shall pay Landlord an amount equal to the product of (x) Tenant's Percentage and (y) the total amount of the Other Taxes.

(iii) In the event an increase in the Real Estate Taxes is attributable to any improvements, revisions, extensions or other changes made by Tenant to the Demised Premises, Tenant shall pay the entire amount of the tax increase(s) attributable to such work.

D. If (i) the Base Year Tax or (ii) the Real Estate Taxes for any Tax Year for which Tenant paid additional rent pursuant to this Paragraph 39, shall be adjusted, corrected or reduced, whether as the result of protest of any assessment, or by means of any agreement, or as the result of legal proceedings, or on account of any action taken by the taxing authority, the additional rent due for such Tax Year and, in the case of a change in the Base Year Tax, for all Tax Years in which the unchanged Base Year Tax was used to determine Tenant's additional rent payable pursuant to this Paragraph 39, shall be determined or redetermined, as the case may be, on the basis of said corrected, adjusted or reduced Real Estate Taxes or Base Year Tax, as the case may be. If Tenant shall have paid any additional rent pursuant to this Paragraph 39 for such Tax Year prior to any such adjustment, Landlord shall, at Landlord's option, credit or refund to Tenant any excess amount thus paid as reflected by said adjusted Real Estate Taxes, less Tenant's Percentage of any cost, expense or fees (including experts' and attorneys' fees) incurred by Landlord in obtaining such tax adjustment, or, in the event of an increase in Real Estate Taxes or reduction in the Base Year Tax, Tenant shall pay Landlord within five (5) days after rendition of an Escalation Statement any additional amount due to the Landlord. If a tax adjustment shall occur prior to Tenant's payment of Real Estate Taxes which are due hereunder as additional rent and are affected by the adjustment, Tenant shall pay, as additional rent, Tenant's Percentage of any cost, expense or fees (including experts' and attorneys' fees) incurred by Landlord in obtaining such tax adjustment. Only Landlord shall have the right to institute tax reduction or other proceedings to reduce the assessed valuation of the Project.

E. Landlord shall render to Tenant a tax escalation statement (the "Escalation Statement") which reflects Tenant's share of the Real Estate Taxes and the amount of the Other Taxes due and payable by Tenant. Tenant shall pay the amount shown on the Escalation Statement within thirty (30) days after the date of the Escalation Statement. Each Escalation Statement shall be conclusive and binding upon Tenant unless within thirty (30) days after the date of the Escalation Statement Tenant shall notify Landlord in writing that it disputes the correctness of such Escalation Statement, specifying the particular respects in which such Escalation Statement is claimed to be incorrect.

F. Landlord's failure to render an Escalation Statement with respect to any tax year shall not prejudice Landlord's right thereafter to render an

Escalation Statement with respect thereto or with respect to any subsequent tax year.

G. Payments shall be made pursuant to this Paragraph 39 notwithstanding the fact that an Escalation Statement is furnished to Tenant after the expiration or other termination of the term of this Lease.

H. Tenant's obligation to pay any and all additional rent shall survive the expiration or other termination of the term of this Lease.

I. In no event shall the Fixed Rent be reduced by operation of this Paragraph 39. Notwithstanding any expiration or termination of this Lease prior to the Lease expiration date, Tenant's obligation to pay Fixed Rent and the adjustment under this Paragraph 39 shall continue and shall cover all periods up to the Lease expiration date, and shall survive any expiration or termination of this Lease.

J. In the event an increase in the Real Estate Taxes is attributable to any improvements, revisions, extensions or other changes made by Tenant to the Demised Premises, Tenant shall pay the entire amount of the tax increase(s) attributable to such work.

K. Notwithstanding anything to the contrary contained herein, in the event the Demised Premises at any time during the term of this Lease become separately assessed by the taxing authorities, the Tenant shall pay to Landlord, in accordance with this Paragraph 39, or directly to the taxing authorities if so notified in writing by Landlord, the total amount of the Real Estate Taxes and Other Taxes assessed against the Demised Premises.

L. Tenant shall pay to Landlord upon demand, as additional rent, any occupancy tax, rent tax and any other tax of similar nature or intent now in effect or hereafter enacted, if payable by Landlord in the first instance or hereafter required to be paid by Landlord.

M. So long as the Landlord's Real Estate Tax obligation for both the residential and commercial portions of the Project are calculated at 10% of Shelter Rent pursuant to PHFL §33, Landlord, in its sole discretion, may elect to calculate the escalation due under this Paragraph 39 as ten (10%) percent of the increase in fixed rent for any year over the amount of the fixed in the first year of the Lease Term.

N. Notwithstanding anything to the contrary contained herein, in the event the the commercial space at any time during the term of this Lease become separately assessed and billed by the taxing authorities, the Tenant's Percentage shall mean 7 and 8/10 percent (7.8%); the term Real Estate Taxes shall mean the amount of real estate taxes and "Other Taxes" as defined above levied or imposed against the commercial portion of the Project; and the term Base Year Tax shall mean the amount of real estate taxes attributable to the commercial portion of the Project for the 2017/18 tax year.



## INSURANCE

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 and its managing agent, if any, the City of New York, the City of New York Department of Housing Preservation and Development, the City of New York Housing Development Corporation, the United States Department of Housing and Urban Development and the New York State Education 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.

B. Tenant shall maintain plate glass insurance in an amount and with a company reasonably satisfactory to Landlord throughout the term of this Lease insuring the plate glass in the Demised Premises. Tenant shall deliver a copy of such insurance policy with a receipt showing payment of the premiums due thereon to Landlord and shall deliver certificates of renewal and receipts for payment of premiums thereof at least thirty (30) days prior to the expiration of any existing policy. Should the Tenant fail to take out, pay for, maintain or deliver such insurance policy, then Landlord may obtain such insurance coverage and pay the premiums therefor and all sums so paid by Landlord shall be deemed additional rent hereunder and shall be payable five (5) days after the submission of a statement therefor.

#### **CLEANING AND MAINTENANCE**

41. Tenant covenants and agrees to clean and maintain at its sole cost and expense the outside portion of the Demised Premises including, without limitation, painting of the security gate cover, if any, and repairing the molding framing the Demised Premises and will keep all glass and metal portions thereof in good condition and repair, and shall generally maintain the Demised Premises in a neat, attractive and orderly manner. Tenant shall, at its sole cost and expense, keep the Demised Premises clean and in order, to the satisfaction of Landlord. Tenant shall maintain during the term of this Lease and keep in working order, at its sole cost and expense, all electrical, gas, water, heating, air conditioning, and plumbing equipment and appliances, and any other equipment and appliances or utility systems, pipes or conduits which may be servicing the Demised Premises exclusively or which may be located within any portion of the Demised Premises.

#### **"AS IS" CONDITION**

42. A. Tenant agrees to accept the Demised Premises "as is" in their condition existing on the date of the commencement of this Lease. Tenant understands and agrees that no materials whatsoever are to be furnished by Landlord and no work whatsoever is to be performed by Landlord in connection with the Demised Premises or any part thereof.

B. The Tenant shall, at its own cost and expense, completely paint and decorate the Demised Premises, furnish all electrical fixtures and equipment, do all structural work which may be necessary for the Demised Premises to support and accommodate Tenant's fixtures, equipment and appliances and do all other work and furnish all other materials and fixtures, which may be necessary to fully complete and equip the Demised Premises and enable tenant to obtain all licenses required to operate a social daycare office at the Demised Premises, and Tenant shall keep and hold the Landlord free and clear and harmless from any liability or expense therefor. All such work shall be performed in accordance with the terms and provisions in Paragraph 43 of this Lease. At all times the said fixtures shall be the property of the Tenant.

#### **ALTERATIONS**

43. A. Tenant shall not make any Alterations without Landlord's prior consent. Landlord agrees not to unreasonably withhold or delay its consent to

any proposed Alterations, provided that such Alterations (i) are not conspicuously visible from the outside of the Premises or the Building, (ii) do not affect any part of the Building other than the Premises, or require any alterations to be performed in, or made to, any portion of the Building or the Real Property other than the Premises, (iii) do not adversely affect the Building Systems, (iv) do not affect any service required to be furnished by Landlord to Tenant (unless Tenant agrees to waive same) or to any other tenant or occupant of the Building or affect the proper functioning of Building Systems, (v) do not materially reduce the value or utility of the Building, (vi) do not affect the certificate of occupancy for the Building or the Premises, and (vii) do not adversely affect the structural components of the Building.

**B. (1)** Prior to making any Alterations Tenant shall (i) if required hereunder, submit to Landlord detailed plans and specifications (including layout, architectural, mechanical and structural drawings) for each proposed Alteration and shall not commence any such Alteration without first obtaining Landlord's approval of such plans and specifications, which in the case of Alterations which meet the criteria set forth above shall not be unreasonably withheld or delayed, (ii) supply such additional information regarding the Alteration as Landlord shall request, (iii) at Tenant's expense, obtain all permits, approvals and certificates required by any Governmental Authorities, and (iv) furnish to Landlord duplicate original policies, or certificates thereof, of worker's compensation (covering all persons to be employed by Tenant and Tenant's contractors and subcontractors in connection with such Alteration) and comprehensive public liability (including property damage coverage) insurance in such form, with such companies, for such periods and in such amounts as Owner may require, naming Landlord and its subsidiaries, affiliates, managers, partners, members, agents, contractors and subcontractors, and any Mortgagee and Lessor whose name and address shall have been previously furnished to Tenant, as additional insureds. If Landlord shall fail to respond to Tenant's request to approve Tenant's plans and specifications within fifteen (15) Business Days after receipt thereof (provided that if the scope of the work covered by said plans and specifications is not reasonably susceptible of being reviewed in fifteen (15) Business Days, Landlord shall have twenty (20) Business Days after receipt thereof to review Tenant's plans and specifications) and if after Tenant has given Landlord notice of such failure and Landlord shall continue to fail to respond to Tenant's request to approve such plans and specifications seven (7) Business Days after receipt of such latter notice, Landlord shall be deemed to have approved such plans and specifications. Upon completion of such Alteration, Tenant, at Tenant's expense, shall obtain certificates of final approval of such Alteration required by any Governmental Authority and shall furnish Landlord with copies thereof (it being agreed that all filings with Governmental Authorities to obtain such permits, approvals and certificates shall be made at Tenant's expense, by a Person designated by Landlord), together with the "as-built" plans and specifications (including reproducible vellums ) for such Alterations, and copies of all asbestos surveys and reports, if any, prepared by Tenant's asbestos consultants or contractors in connection with, or arising out of, the performance of such Alteration. For purposes of this Article 43, all final "as is" plans and specifications with respect to any Alterations shall be delivered to Landlord in CAD format. All Alterations shall be made and performed substantially in accordance with the plans and specifications therefor as approved by Landlord, and strictly in compliance with all Requirements, the Rules and Regulations, all rules and regulations relating to Alterations promulgated by Landlord

in its reasonable judgment. All materials and equipment to be incorporated in the Premises as a result of any Alterations or a part thereof shall be first quality and no such materials or equipment (other than Tenant's Property) shall be subject to any lien, encumbrance, chattel mortgage, title retention contract or security agreement. In addition, no Alteration at a cost for labor and materials (as reasonably estimated by Landlord's architect, engineer or contractor) in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), either individually or in the aggregate with any other Alteration constructed in any twelve (12) month period, shall be undertaken prior to Tenant's delivering to Landlord either (i) a performance bond and labor and materials payment bond (issued by a surety company and in form reasonably satisfactory to Landlord), each in an amount equal to 110% of such estimated cost, or (ii) such other security as shall be reasonably satisfactory to Landlord. If, as a result of any Alterations performed by Tenant, any alterations are required to be performed in or made to any portion of the Building or the Real Property other than the Premises in order to comply with any Requirement(s), which alterations would not otherwise have had to be performed or made pursuant to the applicable Requirement(s) at such time, Landlord, at Tenant's sole cost and expense, may perform or make such alterations and take such actions as Landlord shall reasonably deem necessary in order to comply with such Requirements. All Alterations requiring Landlord's consent shall be performed only under the supervision of an independent licensed architect reasonably satisfactory to Landlord.

(2) Landlord reserves the right to disapprove any plans and specifications in part, to reserve approval of items shown thereon pending its review and approval of other plans and specifications, and to condition its approval upon Tenant making revisions to the plans and specifications or supplying additional information. Any review or approval by Landlord of any plans and/or specifications or preparation of any plans by an architect or engineer designated by Landlord with respect to any Alteration is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant or any other Person with respect to the compliance thereof with any Requirements, the adequacy, correctness or efficiency thereof or otherwise.

C. Tenant shall be permitted to perform Alterations during the hours and on days of 8:00 a.m. to 6:00 p.m. on Business Days, provided that such work shall not materially interfere with or interrupt the operation and maintenance of the Building or the performance by Landlord of repairs, alterations or other work in the Building, or unreasonably interfere with or interrupt the use and occupancy of the Building by other tenants, licensees and/or concessionaires in the Building. Otherwise, Alterations shall be performed at Tenant's expense and at such times and in such manner as Landlord may from time to time reasonably designate; it being expressly understood and agreed that all chopping, coring, jack hammering and any other work affecting the slab shall be performed after 6:00 p.m. and before 8:00 a.m. on Business Days (or at any hour on days other than Business Days), unless otherwise designated by Landlord. All Tenant's Property installed by Tenant and all Alterations in and to the Premises which may be made by Tenant at its own cost and expense prior to and during the Term, shall remain the property of Tenant, and upon the Expiration Date or earlier end of the Term, may be removed from the Premises by Tenant at Tenant's option, provided, however, that Tenant shall repair and restore in a good and workerlike manner to Building standard condition (reasonable wear and tear excepted) any damage to the Premises or the Building caused by such removal. Notwithstanding the foregoing, however, Landlord,

upon notice given at least sixty (60) days prior to the Expiration Date or upon such shorter notice as is reasonable under the circumstances upon the earlier expiration of the Term, may require Tenant to remove any Tenant's Property, and to repair and restore in a good and workerlike manner to Building standard condition (reasonable wear and tear excepted) any damage to the Premises or the Building caused by such removal.

**D. (1)** All Alterations shall be performed at Tenant's option by either (i) a contractor Tenant shall select from a list of approved independent contractors and subcontractors furnished by Landlord to Tenant or (ii) by contractors, subcontractors or mechanics reasonably approved by Landlord. Landlord agrees that provided that Tenant shall furnish Landlord with all information reasonably requested by Landlord with respect to a proposed contractor or subcontractor, Landlord shall either approve or disapprove such contractor or subcontractor within ten (10) Business Days after such request is made and such information is furnished to Landlord. If Landlord shall neither approve nor disapprove of a proposed contractor or subcontractor within such ten (10) Business Day period, and Tenant shall send a second notice of such request and information, Landlord shall approve or disapprove of a proposed contractor or subcontractor within five (5) Business Days after such receipt of such second notice request. Prior to making each Alteration, at Tenant's request, Landlord shall furnish Tenant with a list of independent contractors or subcontractors who may perform Alterations to the Premises on behalf of Tenant. If Tenant engages any contractor or subcontractor set forth on the list, Tenant shall not be required to obtain Landlord's consent for such contractor or subcontractor unless, prior to entering into a contract with such contractor or subcontractor or the commencement of work by the contractor or subcontractor, Landlord shall notify Tenant that such contractor or subcontractor has been removed from the list.

**(2)** Notwithstanding the foregoing, with respect to any Alteration affecting any Building System or any structural component of the Building, (i) Tenant shall select a contractor from a list of approved independent contractors and (ii) the Alteration shall, at Tenant's reasonable cost and expense, be designed by an engineer designated by Landlord in its sole and absolute discretion for the relevant Building System or structural component of the Building, as the case may be.

**E.** Any mechanic's lien filed against the Premises or the Real Property for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant within twenty (20) days after Tenant shall have received notice thereof, at Tenant's expense, by payment or filing the bond required by law. Within five (5) days of receipt or notice of such mechanic's lien from any party other than Landlord, Tenant shall notify Landlord of the same, regardless of whether the lien is discharged or subject to dispute. Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer in the Premises, whether in connection with any Alteration or otherwise, if such employment would interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Building by Landlord, Tenant or others, or of any adjacent property owned by Landlord. In the event of any such interference or conflict, Tenant, upon demand of Landlord, shall use reasonable efforts to cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building immediately.

F. Tenant shall pay to Landlord within twenty (20) days of demand and as additional rent in connection with Landlord's review of the plans and specifications for any Alteration, the reasonable out-of-pocket expenses incurred by Landlord in connection with such Alteration.

G. Landlord, at Tenant's expense, and upon the reasonable request of Tenant, shall join in any applications for any permits, approvals or certificates required to be obtained by Tenant in connection with any permitted Alteration (provided that the provisions of the applicable Requirement shall require that Landlord join in such application) and shall otherwise cooperate with Tenant in connection therewith, provided that Landlord shall not be obligated to incur any cost or expense not reimbursed by Tenant, including, without limitation, attorneys' fees and disbursements or suffer any liability in connection therewith.

H. With respect to all Alterations, including, without limitation, all repair work and improvements made by Tenant pursuant to the provisions of this Lease, Landlord shall have the right at all times to monitor the performance of an Alteration for compliance with the Building Alteration rules and regulations and procedures, Requirements, Rules and Regulations and the terms and conditions of this Article 43, and Tenant shall reimburse Landlord for the out-of-pocket expenses incurred therefor. Tenant acknowledges that Landlord has promulgated Building regulations and procedures governing the manner in which Tenant may undertake Alterations to the Premises, and such regulations and procedures may be modified, amended or supplemented from time to time, as if the same were Rules and Regulations. Tenant, in addition to the other requirements set forth herein with respect to Alterations, shall comply, at Tenant's sole cost and expense, with all such regulations and procedures established by Landlord, as if such regulation and procedure were Rules and Regulations. If Landlord reasonably determines that any of such Building regulations and procedures, Requirements, Rules and Regulations or terms and conditions are not being complied with in all material respects, Landlord shall notify Tenant of such non-compliance, and if such non-compliance is not corrected (i) within ten (10) days of such notice, or (ii) immediately in cases of emergency or in cases where the safety of people or property is threatened, then Landlord may immediately require the cessation of all work being performed in or around the Premises until such time as Landlord is reasonably satisfied that the applicable Building regulations and procedures, Requirements, Rules and Regulations or terms and conditions will be observed. Landlord's monitoring of any work in or around the Premises shall not be deemed a certification by Landlord of compliance with any applicable Building regulations and procedures, Requirements, Rules and Regulations or terms and conditions, or a waiver by Landlord of its right to require compliance in all material respects with such Building regulations and procedures, Requirements, Rules and Regulations or terms and conditions, nor shall such monitoring relieve Tenant from any liabilities relating to such work.

I. Anything contained in this Lease to the contrary notwithstanding, Landlord's consent shall not be required with respect to any Alteration consisting of painting or carpeting; provided, however, that at least five (5) Business Days prior to making such Alteration, Tenant shall notify Landlord of its intention to make such

Alteration and any such Alteration shall otherwise be performed in compliance with the other provisions of this Article 43.

J. Any alterations made by Tenant with the consent of the Landlord shall be subject to the approval of the New York City Department of Housing and Preservation and Development ("HPD") and the New York City Housing Development Corporation ("HDC").

#### INDEMNIFICATION

44. Tenant covenants and agrees that to the fullest extent permitted by law, and regardless of negligence, Tenant will and shall indemnify, defend and save Landlord, HPD and HDC harmless from and against all claims, losses, actions, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from any loss, damage or liability on account of injury or death of any person or persons or damage to any property, in or about the Demised Premises in any way connected with, related to, or arising out of the use, condition or occupation of the Demised Premises.

#### INCREASE IN INSURANCE PREMIUMS

45. If the rate for the Fire Insurance applicable to the building in which the Demised Premises are located or any building adjacent thereto or connected therewith shall be increased by reason of the Tenant's occupancy or use of the Demised Premises, the Tenant hereby agrees to pay to the Landlord, on demand, as additional rent hereunder such additional sums of money which shall have been charged by the insurance company, and the Landlord shall have the same rights and remedies for the collection of same as if same were additional rent. All of the other provisions and covenants in Paragraph "6" of this Lease shall apply and be included in this Paragraph.

#### ASSIGNMENT AND SUBLETTING

46. A. Tenant may not assign this Lease or sublet the entire Demised Premises or any portion of the Demised Premises without Landlord's prior written consent. Landlord may withhold its consent to any such request for any reason and any consent Landlord may grant shall be on such terms and conditions as Landlord may require, including, but not limited to, payment by Tenant of any sublet or assignment fee(s) or payment(s). Tenant shall be responsible for payment of any and all costs and expenses including, but not limited to, legal fees, incurred by Landlord in connection with any such assignment or sublet.

B. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease, nor underlet, nor suffer, nor permit the Demised Premises, or any part thereof, to be used or occupied by others.

C. Tenant covenants that notwithstanding the acceptance of rent by Landlord from an assignee or sublessee or other party, in the event of any assignment or transfer in violation of the provisions of this Lease, Tenant shall remain fully and

primarily liable for the payment of Fixed Rent and additional rent due and to become due under this Lease and for the performance of all of the covenants, agreements, terms, provisions and conditions of this Lease on the part of Tenant to be performed or observed.

D. Any assignment of this Lease or sublet of the Demised Premises shall be subject to the approval of HPD and HDC.

#### **STOCK TRANSFERS, MERGERS AND RELATED TRANSACTIONS**

47. Supplementing paragraph 11 of the Lease, Tenant hereby agrees that the transfer of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant of this Lease or of a majority of the total interest in any partnership tenant, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, or the creation of new stock or partnership interests by which an aggregate of more than 50% of Tenant's stock or partnership interests shall be vested in a party or parties who are nonstockholders or nonpartners as of the date hereof, whether any such transfers are effected by operation of law or otherwise, shall be deemed an assignment of the Lease or a sublease of the Demised Premises. Within twenty (20) days after written request by Landlord at any time during the term of this Lease, Tenant, if Tenant is a corporation, shall deliver to Landlord a complete list of all the shareholders of Tenant containing such information as Landlord may reasonably request including, but not limited to, the amount of shares held by each shareholder broken down by class and type of shares, the date or dates on which each shareholder acquired his/her shares as well as the number of shares acquired on such date(s) and the purchase price(s) thereof, and the number of authorized, issued and outstanding shares of stock for each class and type of stock of Tenant.

Tenant hereby represents and warrants that ownership of all the shares of stock of the Tenant is as follows:

Wade Li	99%
Terrance Zheng	1%

#### **FLAMMABLE AND HAZARDOUS MATERIALS**

48. The Tenant shall not store any inflammable or combustible liquids or materials or hazardous materials on the Demised Premises unless same is approved by the Landlord and its insurance carrier and the various departments of the City and State of New York, having jurisdiction over same and such liquids or materials are customarily maintained at a law office and are at all times stored in the manner required by law and the Landlord's insurance carrier.

#### **MACHINERY, EQUIPMENT AND APPLIANCES**

49. A. The Tenant shall not install or maintain, at the Demised Premises, any machinery, equipment or appliances without Landlord's prior written approval. Upon the request of the Landlord, Tenant shall promptly deliver to Landlord a



complete list of all equipment, machinery and appliances maintained at the Demised Premises. Any machinery, equipment or appliances maintained by Tenant at the Demised Premises, shall be installed and maintained in such a manner as to comply with all applicable government laws, rules, ordinances and regulations, and to prevent the transmission of objectionable noise, vibrations, fumes, odors, dust, heat, effluence or by-products. Upon the request of the Landlord or any governmental entity Tenant shall promptly make any necessary alterations to said machinery or equipment to eliminate any noise, vibrations, fumes, odors, dust, heat, effluence or by-products deemed by the Landlord or any government entity to be objectionable. Failure to comply with this provision of the Lease shall constitute a material breach of the terms of the same, entitling the Landlord to all the remedies heretofore set forth with respect to breach of the covenants of the Lease including, but not limited to, remedying such condition as Landlord deems appropriate, at the sole expense of Tenant.

B. If Tenant desires to install or alter any machinery, equipment or appliance at the Demised Premises, the machinery, equipment or appliance, or alteration must first be approved by Landlord. Tenant shall give the Landlord sixty (60) days' prior written notice of any such proposed alteration or installation. Such notice shall include a plan which sets forth the machine to be installed or altered, the proposed location for installation and the method of installation or alteration. The Landlord within forty-five (45) days after receipt of said notice and plan of installation shall report in writing to the Tenant on whether such proposed installation or alteration is acceptable to the Landlord with regard to noise, vibration, odors, fumes, heat, effluence or by-products. In the event that the proposed installation or alteration is unacceptable to the Landlord, Landlord shall in its report set forth any modifications deemed necessary to make the installation or alteration acceptable, provided modifications can make such installation or alterations acceptable. If the Landlord's proposed modifications are accepted by the Tenant, then the Tenant may proceed in accordance with the Landlord's recommendations. Notwithstanding anything contained herein to the contrary, receipt by Tenant of approval from the Landlord shall not be required for the repair or replacement of parts for machinery, equipment or appliances which are being used by Tenant in its present business operations. Any approval given by Landlord hereunder shall in no way bar or constitute a waiver by Landlord of its right to demand that Tenant modify, replace or cease use of any machinery, equipment or appliance or alteration to the same previously approved.

#### **FLUES AND OPENINGS**

50. Tenant acknowledges that the flues and openings in the walls of the Demised Premises and building, if any, of which the Demised Premises are a part, are not included within the definition of the term "Demised Premises." Tenant acknowledges that Landlord has not granted or created, nor shall Landlord be deemed to have granted or created, an easement for the benefit of Tenant with respect to the placement, construction, maintenance or use of such openings and flues.

#### **REAL ESTATE BROKER**

51. Tenant represents and warrants to Landlord that Tenant has not dealt with any real estate broker, organization, person, firm, corporation or other entity who

may claim a commission or fee by reason of having dealt with Tenant in connection with the Lease. Tenant hereby agrees to indemnify the Landlord and hold Landlord harmless from and against any and all claims, liabilities, expenses or damages arising from or in connection with any claims of any broker, person, firm, corporation or other entity, other than the broker, if any, specified above, for brokerage commissions or other compensation who asserts to have dealt with the Tenant in connection with the Lease.

### **SIGNS, AWNINGS AND ADVERTISING**

52. A. Tenant has been advised that Landlord will in no event consent to the installation of any awnings, canopies or protruding signs, except of the business sign on the walls outside the Demised Premises in the same location and of the same character as the existing sign from the former tenant of the Demised Premises, provided same fully comply with all governmental requirements and requirements or recommendations of Landlord's insurance company in effect as of the date of this Lease or enacted or implemented at any time during the term of this Lease and, provided further, that Tenant submits to Landlord written plans which indicate, among other things Landlord may reasonably require, the exact dimensions and location of the proposed signs. Tenant shall make any modifications to such plan which Landlord may require.

B. Tenant shall place no advertisements or displays in the windows of the Demised Premises without the Landlord's prior written consent. All window advertisements and displays which have been approved by Landlord shall at all times be in full compliance with any and all present and future governmental laws, ordinances, rules and regulations relating to such window displays, and any rules and recommendations of the Fire Department and Landlord's and Tenant's insurance carriers. Tenant agrees that if Landlord in its reasonable judgment considers any window advertisements or displays to be unsightly, Tenant shall, within seven (7) days after notice from Landlord, implement Landlord's recommendations for any changes to Tenant's window advertising or display including, but not limited to, removal of the objectionable advertisements or display. Tenant agrees that at no time shall it block or otherwise cover the display windows.

### **REFUSE DISPOSAL**

53. Tenant agrees that all garbage containers of Tenant shall be emptied by the Tenant at least once in every twenty-four (24) hours. The said garbage containers shall at all times be kept within the Demised Premises and shall at no time be placed on the sidewalk or walkway in front of the Demised Premises or at the location designated by Landlord for disposal of garbage, except immediately prior to collection of the trash. Such garbage or other refuse shall be carted away from the Demised Premises daily at Tenant's own cost and expense. Tenant shall post the name of the carting company on the entrance door of the Demised Premises and a certificate from such company certifying that a contract for the collection of refuse from the Demised Premises is in effect shall be delivered to Landlord.

### **NOISE, MUSIC, LIGHT AND ODORS**

54. A. Tenant shall not allow any disturbing noise or music or light in the Demised Premises which shall be reasonably objectionable to the Landlord or to the other tenants of the building of which the Demised Premises are a part or to the occupants or owner of any adjacent or neighboring building(s). Tenant shall not maintain any loudspeakers or lighting devices or fixtures (e.g., spotlights, strobe lights), in or outside the Demised Premises, which may be heard or seen, as the case may be, from outside the Demised Premises nor permit any other sounds or light to emanate from, and be heard outside, the Demised Premises.

Tenant agrees that throughout the term of this Lease it shall implement and adopt any means or measures requested by Landlord to eliminate noise or light emitted from the Demised Premises and deemed in Landlord's sole discretion to be offensive to the residents of the Confucius Plaza Complex.

B. Tenant agrees that at all times during the term of this Lease and any renewal thereof, it shall install all equipment and implement any measures believed by Landlord to be necessary to prevent the emission from the Demised Premises of odors or smoke which Landlord, in its sole discretion, deems objectionable or a nuisance to any of the tenants of the Confucius Plaza Complex. Tenant shall promptly comply with all requirements of any government entity or Tenant's insurance carrier with respect to limiting or fully abating the emission of any smoke, odors or any other effluence from the Demised Premises.

C. Upon the request of the Landlord, Tenant shall immediately cease and desist from any action which shall cause a violation of the aforesaid provisions. Failure to comply with this provision of the Lease shall constitute a material breach of the terms of the same entitling the Landlord to all the remedies heretofore set forth with respect to breach of the covenants of the Lease.

### **MORTGAGE FINANCING; SUBORDINATION**

55. Supplementing paragraph 7 of this Lease.

A. If in connection with obtaining financing or refinancing for the building(s) of which the Demised Premises form a part, a banking, insurance or other institutional lender shall request modification of this Lease as a condition to such financing or refinancing, Tenant will not withhold, delay or defer its consent to a modification which provides that Tenant may be required to give notices of any defaults by Landlord to such lender and/or permit the curing of such defaults by such lender.

B. This Lease is and shall be subject and subordinate to all present and future ground or underlying leases and to all mortgages, options and building loan agreements that may now or hereafter affect such leases or the real property of which the Demised Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases, options and mortgages.

C. Tenant, without charge, at any time and from time to time, within ten (10) days after request by Landlord, shall deliver an estoppel letter, provided to Tenant by Landlord, to Landlord or any other person, firm or corporation specified by Landlord, duly completed, executed and acknowledged. If Tenant fails to deliver the estoppel letter to Landlord or Landlord's designee within the ten (10) days then Landlord is hereby authorized by Tenant, as Tenant's lawful and irrevocable attorney-in-fact, to complete, acknowledge and submit such estoppel letter and Tenant shall be bound by the contents thereof.

D. 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.

#### EXTERMINATION

56. Tenant, at its own cost and expense, shall use all possible diligence, in accordance with the acceptable prevailing methods and all health and other applicable regulations governing or pertaining to the prevention and extermination of vermin, insects, rats or mice in the Demised Premises, and if, in the reasonable judgment of the Landlord, Tenant shall fail to do so or shall fail to adopt and employ the acceptable prevailing methods therefor within two (2) days from receipt of a written notice from Landlord, Landlord shall have the right to incur any disbursements reasonably necessary or advisable, in its sole judgment, to effect such purpose, and any sums so disbursed by Landlord shall be repayable to it by Tenant in accordance with statements thereof to be rendered by Landlord to Tenant, and upon failure to pay the same within ten (10) days after presentation thereof, the same shall be added to and form a part of the next or any subsequently accruing installment of rent, and shall be collectible as such. Tenant shall have the Demised Premises exterminated no less than once each month during the term of this Lease. Tenant shall not utilize "bug bombs" or similar devices without prior notice to and approval of Landlord. Such devices, if Landlord consents to their use, may not be used except under the care and supervision of a licensed professional exterminator.

#### ILLEGAL OR OBJECTIONABLE USE

57. As an inducement for Landlord to enter into the Lease with Tenant, Tenant expressly covenants and agrees that:

A. Tenant will not utilize the Demised Premises in any manner nor in any way permit the utilization of the Demised Premises for the sale, rental, exchange, trade or distribution of pornographic or sexually oriented material, video cassettes or books, or other pornographic or sexually oriented goods of any type.

B. Tenant will not utilize the Demised Premises in any manner nor in any way permit the utilization thereof so as to be in breach or violation of any ordinance, rule or regulation relating to operation and maintenance of a social day care business office.

C. Tenant will not utilize the Demised Premises or permit their utilization in any way in violation of any local, state or federal criminal statute.

D. Tenant will not maintain or operate at the Demised Premises any gambling device, lottery device, game of chance, video or game machine or any similar type machine or mechanical device or apparatus.

E. Tenant shall comply, and use its best effort to have its vendors and delivery services comply with all parking, standing and traffic ordinances in effect in front of and adjacent to the Demised Premises.

In the event of Tenant's failure to comply with and fulfill the foregoing covenants at any time during the term of this Lease, Landlord shall, after notice of default and failure to cure same within the period otherwise permitted under this Lease, have the right, upon written notice to Tenant, to terminate this Lease and thereupon this Lease shall terminate as of the date set forth in such notice to Tenant with the same force and effect as if such date was the expiration date set forth in this Lease.

#### **DESTRUCTION, FIRE AND OTHER CASUALTIES**

58. A. Notwithstanding Paragraph 9 of the Lease, if the Demised Premises are damaged through no fault of Tenant by fire or other cause so that the same shall be wholly or substantially untenable or that Tenant shall be unable to carry on Tenant's business therein, and if repairs to the Demised Premises are not substantially completed within two hundred-seventy (270) days (plus such period of delay as is caused by the acts or omissions of Tenant, its agents, contractors or employees, acts of God or other unforeseen circumstances), after the fire or other casualty referred to, the Lease may be terminated, but only upon the giving of written notice of an intention to terminate by the Tenant to the Landlord within thirty (30) days after the end of such two hundred-seventy (270) day period but in no event later than the date the Demised Premises is restored. Nothing herein shall be deemed to require the Landlord to repair or replace or to prevent the Landlord from giving the expiration notice provided in Paragraph 9 of the Lease.

B. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises or of the Building pursuant to Article 9 and

Landlord shall bear no responsibility for delay in completing repairs or restoration which may arise by reason of adjustment of insurance, labor troubles or other causes beyond Landlord's reasonable control.

#### REMOVAL OF FIXTURES

59. Tenant shall have the right to remove at the expiration of the Lease, Tenant's trade fixtures, provided Tenant shall repair, at Tenant's sole cost and expense, any and all damage to the Demised Premises so as to restore same to its original condition.

#### CERTIFICATE OF OCCUPANCY

60. Tenant will not at any time use or occupy the Demised Premises in violation of the Certificate of Occupancy for the building in which the Demised Premises are located or any applicable zoning regulations or classifications. Landlord makes no representations that Tenant's intended use of the Demised Premises is permitted under the Certificate of Occupancy, if any. Tenant acknowledges having received and reviewed a copy of the Certificate of Occupancy, if any.

#### UTILITIES

61. A. Electric usage at the demised premises is sub-metered and Tenant agrees to pay Landlord the charges for such usage as additional rent. Such electric energy may be furnished to Tenant by means of the then existing building system feeders, risers and wiring to the extent that the same are, in Landlord's sole judgment, available, suitable and safe for such purposes. All meters and additional panel boards, feeders, risers, wiring and other conductors and equipment that may be required to obtain electric energy directly from such public utility company shall be installed and maintained by Tenant at its expense.

B. Tenant's use of electric energy in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors, machinery and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the building's electric service, Tenant shall not connect any additional fixtures, machinery, appliances or equipment to the building's electric distribution system or make any alteration or addition to Tenant's machinery, appliances or equipment, or the electric system of the Demised Premises existing on the date hereof, without Landlord's prior written consent in each instance. Should Landlord grant such consent, all additional risers or other equipment required therefor shall be provided by Landlord and the cost thereof shall be paid by Tenant upon Landlord's demand, or, at Landlord's election, Landlord may require Tenant to make such installations at Tenant's sole cost and expense.

C. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electric energy furnished to the Demised Premises by reason of any requirement, act or omission of the public utility serving the Demised Premises or the building in which the Demised Premises are located or for any

other reason not attributable to Landlord. Landlord makes no representation that the quality, character or amount of electric current is adequate or suited for Tenant's needs.

D. Tenant shall furnish and install all lighting fixtures, tubes, lamps, bulbs and ballasts required in or about the Demised Premises, at Tenant's sole cost and expense.

E. Landlord reserves the right, without any liability to Tenant, to stop service of any of the heating, ventilating, electric, sanitary, elevator or other building systems serving the Demised Premises, or the rendition of any of the other services, if any, required of Landlord under this Lease, whenever and for so long as may be necessary, by reason of accidents, emergencies, strikes or the making of repairs or changes which Landlord is required by this Lease or by law to make good or in good faith deems necessary, or by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's reasonable control. Interruption or curtailment of any utility or building service for any reason whatsoever, shall not constitute an actual or constructive or partial eviction, nor entitle Tenant to any compensation or abatement or diminution of rent, nor impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise. The Landlord shall not be liable to Tenant for failure to provide heat on account of any failure by Con Edison or any successor utility company to supply electricity.

F. Landlord makes no representations, warranties or statements that the electric capacity available to the Demised Premises is adequate for Tenant's needs and requirements. Tenant acknowledges that it has conducted all necessary inspections and investigations of the electrical system prior to executing this Lease, and satisfied itself as to the adequacy of the same for Tenant's proposed business operations.

G. Omitted.

H. Tenant's obligation to pay any and all additional rent or other obligations referred to in this Paragraph 61 shall survive any expiration or termination of this Lease.

#### **INTEREST RATE**

62. Wherever used in this Lease, the term "Interest Rate" shall mean a rate per annum equal to the lesser of (a) 3% above the commercial lending rate announced from time to time by JP Morgan Chase (New York, New York), as its prime rate for ninety (90) day unsecured loans, or (b) the maximum rate allowed by law.

#### **SECURITY DEPOSIT**

63. Supplementing Paragraph 34: At any time during the term of this Lease that Landlord applies or retains any portion or all of the security deposited or that the monthly Fixed Rent increases Tenant shall, forthwith, pay to Landlord an amount so that at all times the amount deposited exclusive of any interest earned thereon shall be equal to three (3) months' rent at the then current amount of rent.

Interest, if any, earned on the security deposit shall be remitted to Tenant if and when Tenant is entitled to the return of its security deposit.

#### **HOLDING OVER**

64. Any holding over for a period after the expiration of the term hereof shall be construed to be a tenancy from month-to-month at a rental factor equal to:

A. The then current market value of the Demised Premises, as determined by an independent expert in the real estate business selected by Landlord; and

B. All additional rentals, as specified herein (prorated), on a monthly basis and shall otherwise be on the terms and conditions herein specified so far as the same are applicable.

The parties agree that the fair market value of the Demised Premises during such holdover period shall in no event be less than three (3) times the Fixed Rent being charged Tenant during the last year of the term hereof.

#### **YELLOWSTONE INJUNCTION**

65. Tenant waives its right to bring a declaratory judgment action with respect to any provisions of this Lease, or with respect to any notice sent pursuant to the provisions of this Lease, and expressly agrees not to seek injunctive relief which would stay, extend or otherwise toll any of the time limitations or provisions of this Lease, or any notice sent thereto. Any breach of this paragraph shall constitute a breach of a substantial obligation of the tenancy, and shall be grounds for the immediate termination of this Lease. It is further agreed that in the event injunctive relief is sought, or if a "Yellowstone" injunction (First National Stores, Inc. v. Yellowstone Shopping Centers, Inc., 21 N.Y. 2d 630) is sought, such relief shall be denied, and the Landlord shall be entitled to recover the costs of opposing such an application or action, including its attorneys' fees actually incurred. In the event that the Tenant disputes its Lease and the Civil Court determines that the Landlord is entitled to possession due to the Tenant's failure to cure by entering a final judgment of possession in favor of the Landlord, the Tenant shall have ten (10) days from the date of such judgment in which to cure the default. In the event of the completion of such a timely cure, the Tenant may apply to the court for a permanent stay of eviction of the warrant of eviction based upon such default.

#### **COMPLIANCE WITH LAWS**

66. Except to the extent of Landlord's obligations expressly set forth herein, Tenant shall, at its sole cost and expense, comply with and cause the Demised Premises to comply with (i) all applicable local, State or Federal laws, municipal ordinances or regulations, orders, determinations, rules or requirements of any Federal, State or municipal department or agency having jurisdiction over or affecting the Demised Premises, or the repair, maintenance, operation, use, improvement, or occupancy thereof, including, without limitation, the Zoning Resolution of the City of New York, the Administrative Code of the City of New York and all building, health



and environmental laws, regulations and ordinances (collectively, the "Legal Requirements"), applicable to the Demised Premises or the repair, maintenance, operation, use and occupancy thereof, and (ii) all contracts (including insurance policies), agreements, covenants, conditions and restrictions (collectively, the "Contracts"), currently applicable to the Demised Premises or the repair, maintenance, operation, occupancy or use thereof.

### HAZARDOUS SUBSTANCES

67. A. Tenant hereby represents, warrants and agrees that Tenant shall comply with all applicable Hazardous Substance Laws relating to or affecting the Demised Premises or the property on which the Demised Premises is located, and Tenant shall keep the property and the Demised Premises free and clear of any liens imposed pursuant to any applicable Hazardous Substance Laws, all at Tenant's sole cost and expense; and Tenant will, at all times, obtain and /or maintain all licenses, permits and /or other governmental or regulatory authorizations and approvals necessary to comply with applicable Hazardous Substance Laws relating to or affecting the property, Demised Premises or Tenant's use of the Demised Premises (the "Permits"), and the Tenant is and will continue to be and at all times remain in full compliance with the terms and provisions of the Permits.

B. Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including reasonable attorneys' fees), costs of any settlement or judgment suffered by, or asserted against, Landlord by any person or entity or governmental agency for, with respect to, or as a result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the property or the Demised Premises of any Hazardous Substance (including, without limitation, any losses, liabilities (including strict liability), damages, injuries, expenses (including reasonable attorneys' fees), costs of any settlement or judgment or claims, asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so called federal, state or local "Superfund" or "Superlien" laws, and any statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance.

C. For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") or by the New York Department of Environmental Conservation ("DEC") or the list of toxic pollutants designated by Congress, the EPA or DEC or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (for purposes of this paragraph, the "Hazardous Substance Laws").

D. If Tenant receives any notice of (i) the happening of any event involving the use, spill, release, leak, seepage, discharge or cleanup of any Hazardous

Substance on the property or the Demised Premises or in connection with Tenant's operations thereon, or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety manner affecting Tenant (an "Environmental Complaint") from any person or entity (including, without limitation, the EPA or DEC), the Tenant shall immediately notify Landlord orally and in writing of said notice.

E. Landlord shall have the right, but not the obligation, at its sole discretion, and without limitation of rights under this Lease, to enter onto the Demised Premises or to take such other actions as it deems necessary or advisable, to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including, without limitation, the EPA or DEC), asserting the existence of any Hazardous Substance or any Environmental Complaint pertaining to the property or the Demised Premises or any part thereof which, if true, could result in an order, suit, lien or other action against Tenant or Landlord and/or which, in the sole opinion of Landlord, could otherwise jeopardize Landlord's interests in the property or the Demised Premises.

F. Any breach of any warranty or representation or any material breach of any covenant contained in this paragraph, shall be an event of default hereunder and shall entitle Landlord to exercise any and all remedies provided in this Lease.

#### TENANT COVENANTS

68. A. As soon as practicable and in any event within twenty-four (24) hours after any exterior glass in the Demised Premises is broken or cracked Tenant, at its expense, shall replace such glass with glass of the same kind and quality and, as may be necessary or desirable in connection with such replacement, repair or replace the frames for such glass, and if Tenant fails to replace such glass and fails to repair or replace such frames, if necessary, within two (2) days after Landlord makes written demand upon Tenant to do so, then Landlord any time thereafter, may replace the glass and, if necessary, may repair or replace such frames on Tenant's behalf and Tenant promptly shall pay to Landlord as additional rent the costs incurred by Landlord in so doing. Notwithstanding anything herein to the contrary, Tenant shall take all safety measures and repair or replace any cracked, broken or damaged glass in accordance with the provisions of any law, ordinance, rule or regulation governing the operation and maintenance of a restaurant.

B. Tenant may not open the Demised Premises before 7:00 A.M. or keep the Demised Premises open after 8:00 P.M., without Landlord's prior written consent and, if Landlord grants such consent during the term of this Lease it may revoke such consent at any time upon written notice to Tenant.

C. Tenant agrees that it shall utilize all efforts and promptly comply with all requests of Landlord to eliminate any noise, odor or other disturbances to the residential tenants of the Confucius Plaza Complex which may be caused by any reason including, but not limited to, the activities of Tenant's customers or employees or by anyone else congregating at any time at or about the Demised Premises. If people are

congregating about the Demised Premises Tenant agrees that it shall, among other things, request that the people remove themselves from the Confucius Plaza Complex, consult with Landlord and, if suggested or requested by Landlord, file a report with the local police precinct and take any other actions requested by Landlord to eliminate or try to eliminate any such disturbance.

D. Tenant agrees that at all times no bicycles, motor scooters, delivery equipment, cartons, advertising flyers, tables, chairs or other personal property, objects or materials shall be placed, left or kept on the walkways or sidewalks or areas adjacent to the Demised Premises.

E. Tenant agrees that it shall promptly provide Landlord with a copy of its operating permit or license and any and all other permits, certificates or documents issued or required to be issued by the buildings department, health department, fire department or any other government agency or entity involved in the regulation of pharmacies or medical supply facilities. Tenant further agrees that it shall provide Landlord with copies of all renewals of such permits, certificates of other documents prior to their expiration.

F. Tenant, upon request from Landlord, shall provide Landlord with a complete list of all employees of Tenant working at the Demised Premises, containing the employee's full name and position and Tenant shall promptly notify Landlord in writing of all modifications, amendments and additions to such list. Tenant shall inform all its employees that they are not to enter the residential part of the buildings at the Confucius Plaza Complex, unless to deliver a purchase which was ordered by a tenant at the Confucius Plaza Complex.

G. Tenant shall not place or cause to be placed any advertisements or flyers in the lobby, doorways or doors of any of the buildings at the Confucius Plaza Complex.

H. Tenant agrees that at no time shall firearms of any type be permitted on or near the Demised Premises. Any security shall be handled by a fully licensed, insured security service and Tenant shall provide Landlord and Landlord's managing agent with the name of such service, a copy of the signed security service contract, telephone number and name of person in charge of such service and a copy of such security service's license and insurance certificate.

I. Tenant shall fully abate the emission of any undesirable odors, smoke or other effluence from the Demised Premises and adopt or implement all measures or devices in connection therewith as may be required pursuant to the terms and provisions of this Lease.

J. Tenant shall:

(i) use the Demised Premises solely for the purpose of operation of a social daycare program;

(ii) operate its social daycare program and perform its obligations hereunder in strict compliance with all applicable laws, rules, ordinances, regulations, requirements and recommendations of Tenant's or Owner's insurance carriers and the provisions of this Lease;

(iii) at its own cost and expense, obtain any and all permits, licenses or certificates, of whatever kind or nature, from any and all authorities having jurisdiction thereover as are necessary or required for, maintenance and operation of the social daycare program as contemplated by this Lease;

(v) promptly comply with any reasonable requirements of Owner with respect to the operation of the social daycare program and if required by Owner.

(vi) within fifteen (15) days of the date of this Lease, provide Owner with a list of services to be provided to the senior citizen residents of Chinatown Apartments, Inc. through the social daycare program. For those senior citizen residents of Chinatown Apartments, Inc. who do not qualify for New York State's Managed Long Term Managed Care Program, Tenant shall also provide a price list for those service with said pricing designed solely to offset the actual cost of providing the service without any allocation of overhead. It is the intention of the parties that those services and programs previously offered free of charge to the residents of Chinatown Apartments, Inc. by the Visiting Nurse Service of New York and University Settlement will continue to be offered free of charge.

(vii) obtain Owner's written approval for the addition or deletion of any service or program offered or to be offered by Tenant.

(viii) upon the request of the Owner, immediately cease and desist from any action which shall cause a violation of the aforesaid provisions. Failure to comply with this provision of the Lease shall constitute a material breach of the terms of the same entitling the Owner to all the remedies heretofore set forth with respect to breach of the covenants of the Lease.

K. Tenant acknowledges that each covenant contained in this Paragraph 68 is a material provision of this Lease and that Landlord refused to enter into this Lease unless Tenant agreed to be bound by each of these covenants and conditions. Tenant acknowledges that any breach of any of these covenants and conditions may be the basis for termination of this Lease in the manner provided in Paragraph 17 or elsewhere in this Lease.

#### **SPRINKLER SYSTEM**

69. If any Legal Requirement shall require or recommend the installation of fire extinguishers, a "sprinkler system," fire detection and prevention equipment

(including, but not limited to, smoke detectors and heat sensors), or any changes, modifications, alterations, or the installation of additional sprinkler heads or other equipment for any existing sprinkler, fire extinguishing system, and/or fire detection system, then Tenant shall, at Tenant's sole cost and expense, promptly make such installations within the Demised Premises and make such changes, modifications, alterations, or the installation of additional sprinkler heads or other required or recommended equipment. Tenant shall be responsible, at its sole cost and expense, for making all repairs to any sprinkler system servicing the Demised Premises.

"Legal Requirements" shall mean (i) laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, board, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental public or quasi-public authority, whether now or hereafter in force, which may be applicable to the Demised Premises or any part thereof, or the sidewalks, curbs, buildings and (ii) all requirements, obligations, recommendations and conditions imposed or suggested by the carrier of Landlord's or Tenant's insurance policy for the Demised Premises or building in which the Demised Premises are located.

### DEFINITIONS

70. The term "Confucius Plaza Complex" shall mean 33 Bowery, 10 and 20 Confucius Plaza and the areas between and surrounding said buildings.

### HEADINGS

71. Any headings in this Lease are for convenience only and shall not be construed to modify, amend or otherwise alter the terms and provisions of this Lease.

### BINDING EFFECT

72. A. This Lease, and the terms, covenants, conditions and provisions hereof, shall not be binding on the part of Landlord unless and until a duplicate original thereof, duly executed by both parties, is delivered by Landlord to Tenant.

B. Anything in this Lease to the contrary notwithstanding, this Lease and any amendment to this Lease shall not be deemed to take effect until it has been approved in writing by HPD, HDC and HUD. Landlord makes no representation that this Lease will be approved by HPD, HDC and HUD, and should HPD, HDC or HUD fail to approve this Lease or the parties fail to enter into a lease for the Demised Premises, for any reason whatsoever, Landlord shall not be responsible for reimbursing Tenant for any costs or expenses it incurred in connection with reviewing and negotiating the terms and provisions of this Lease or performing or preparing to perform any work at the Demised Premises.

C. Neither the Landlord, the Tenant nor the successors or assigns of either of them will in any way modify this Lease or any extension or renewal hereof so as to:

- (i) reduce the rent or any additional rent payable thereunder;
- (ii) reduce the term of years granted by this Lease; or
- (iii) surrender or accept a surrender of this Lease or otherwise extinguish the leasehold estate,

except in accordance with the terms of this Lease, without first obtaining the written consent of HUD, and any such purported reduction, modification or surrender thereof, without HUD's written consent, shall be void as against HUD or its designee.

### NOTICES

73. Any notice, demand, consent, approval, disapproval, or statement (collectively, "Notices"), from Landlord to Tenant or from Tenant to Landlord shall be in writing and shall be deemed duly given (i) if mailed by certified mail, postage prepaid, return receipt requested, (ii) if delivered by personal delivery, or (iii) only in the case of Notices that are Real Estate tax statements or bills for additional rent, if mailed by first class mail, postage prepaid, to the address(es) for Notices set forth in this Paragraph 72.

Notices to Tenant shall be sent (i) to the address set forth on page 1 of this Lease until Tenant shall be in occupancy of the Demised Premises and, thereafter, to the Demised Premises.

Notices to Landlord shall be sent to the address of Landlord set forth on page 1 of this Lease or to such other address as Landlord shall have last designated in writing to Tenant, with a copy sent by certified mail, return receipt requested to Landlord's attorneys:

Kellner Herlihy Getty & Friedman, LLP  
470 Park Avenue South, 7<sup>th</sup> Floor N.  
New York, New York 10016  
Attention: Eugene F. Getty, Esq.

Notice shall be deemed served three (3) days after deposit in an official depository of the United States Postal Service or, if given by personal delivery, upon delivery.

Either Landlord or Tenant may, from time to time, change its address to which Notices are to be sent by written Notice to the other party given in accordance with the terms and provisions of this Paragraph 72.

### LIMITED PERSONAL GUARANTY

74. In order to induce Owner to enter into this Lease, Wade Li, has agreed to execute and deliver to Owner his personal guaranty of performance of Tenant's obligations under this Lease. A copy of the limited personal guaranty to be executed by

Wade Li is attached as Exhibit A. Nothing contained in the guaranty shall limit the Tenant's liability in the event of a breach of the terms and provisions of this Lease.

GENERAL

75. In the event of any inconsistency between the provisions of this Rider and those contained in the Standard Form of Office Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

CHINATOWN APARTMENTS, INC.

GOLDEN TOUCH HOME HEALTH,  
LLC

By: 

Name:

Title:

By: 

Name: WADE LI


Title:

State of New York,

ss.:

County of New York

On the 11<sup>th</sup> day of April in the year 2017 before me, the undersigned, personally appeared Wade C. , 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 19, 2018

State of New York,

ss.:

County of New York

On the 11<sup>th</sup> day of April in the year 2017 before me, the undersigned, personally appeared Justin W. , 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 19, 2018



**SCHEDULE B  
TENANT'S INITIAL ALTERATIONS**

**SCHEDULE C**

**MACHINERY, EQUIPMENT AND APPLIANCES TO BE INSTALLED  
BY TENANT TO PREPARE DEMISED PREMISES FOR OPERATIONS**

## GUARANTY

In consideration of and as an inducement for the granting, execution and delivery of the foregoing lease with respect to Suite B-202 at 33 Bowery, New York, New York, dated as of April 1, 2017 (the "Lease"), Chinatown Apartments, Inc., a/k/a Confucius Plaza, as landlord ("Landlord"), to GOLDEN TOUCH HOME HEALTH, LLC, as tenant ("Tenant"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Landlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Wade Li, residing at \_\_\_\_\_ ("Guarantor"), hereby covenants and agrees with Landlord that if default shall at any time be made by Tenant or its successors or assigns in the payment of any Fixed Rent, Additional Rent or other charges accruing under the Lease beyond the expiration of the applicable grace period, Guarantor, in each and every instance, will forthwith pay such Fixed Rent and Additional Rent and other charges to Landlord and any arrears thereof, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment. It shall be enforceable against Guarantor without the necessity of any suit or proceeding on Landlord's part of any kind or nature against Tenant or its successors or assigns, and without the (except as may be required to be given under the terms of the Lease) necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled. The obligations of Guarantor under this Guaranty shall not be affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors or assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or allowed at law or in equity.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall not be affected, modified or diminished by reason of any question as to the enforceability of any provision of the Lease against Tenant or by any renewal, amendment, modification or extension of the Lease or by reason of any subletting of the demised premises or any part thereof or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease by Landlord and Tenant or Tenant's successors or assigns, or by reason of any extension of time that may be granted by Landlord to Tenant or its successors or assigns, or by reason of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant or Tenant's successors or assigns whether or not notice thereof is given to Guarantor.

All of Landlord's rights and remedies under the Lease and/or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned, whether exercised by Landlord or not, is intended to be in exclusion or a waiver of any of the others. This Guaranty cannot be modified, waived or terminated unless such modification, waiver or termination is in writing, signed by Landlord.

The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions required to be performed or observed by Tenant under the Lease.

Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying (a) that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications) and (b) whether or not to Guarantor's knowledge, without having conducted any inquiry or investigation, there are any existing claims, set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of this Guaranty. Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Real Property (as defined in the Lease) from or through Landlord or by any mortgagee or prospective mortgagee of the Real Property or of any interest therein.

In the event that Guarantor is more than one party, the obligations of said parties shall be joint and several.

Anything herein to the contrary notwithstanding, upon the date, not less than thirty (30) days after Tenant's delivery to Landlord of Tenant's notice of intent to surrender, delivery to Landlord of a duly executed and acknowledged Surrender Declaration (the "Surrender Declaration") in the form annexed hereto as Exhibit A, together with keys to the Premises (such date that Landlord actually receives the Surrender Declaration and keys shall be known as the "Surrender Date"), then, Guarantor shall be released from all liability with respect to any obligations of Tenant under the Lease arising or accruing on or after the Surrender Date, but Guarantor shall continue to remain liable pursuant to the terms of this Guaranty for all monetary rental obligations of Tenant which arose or accrued prior to the Surrender Date.

BALANCE            OF            PAGE            INTENTIONALLY            LEFT            BLANK

As a further inducement to Landlord to make and enter into the Lease, Guarantor covenants and agrees that (i) in any action or proceeding brought in respect of this Guaranty, Guarantor hereby waives trial by jury, (ii) the Supreme Court of the State of New York for the county of New York (or, in a case involving diversity of citizenship, the United States District Court for the Southern District of New York) shall have jurisdiction of any action or proceeding and (iii) service of any summons and complaint or other process in any such action or proceeding may be made by certified mail return, receipt requested, directed to Guarantor at the address above set forth, personal service being hereby waived with a copy to Tenant, 33 Bowery, Suite B-202, New York, New York 10002. This Guaranty shall be enforced and construed in accordance with the laws of the State of New York and shall be binding upon and enure to the benefit of Landlord and Guarantor and their respective heirs, legal representatives, successors and assigns.

Dated: March \_\_\_\_, 2017

WITNESS:

\_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Wade Li', written over a horizontal line.

Wade Li

EXHIBIT A

Surrender Declaration

SURRENDER DECLARATION dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ corporation having an office at \_\_\_\_\_ ("Tenant").

WITNESSETH:

WHEREAS, Chinatown Apartments, Inc. ("Landlord") and Tenant heretofore entered into a certain written lease (the "Lease") dated as of April 1, 2017, wherein and whereby Landlord leased to Tenant and Tenant hired from Landlord certain premises (the "Premises") located at 33 Bowery, New York, New York as more fully described in the Lease, for a term scheduled to terminate approximately 5 years following the commencement of the Lease, at the rental and additional rental and upon the covenants, conditions, provisions and agreements contained in such Lease; and

WHEREAS, Tenant desires to surrender the Premises effective as of the date this Declaration and keys for the Premises are delivered to Landlord (hereinafter referred to as the "Surrender Date").

NOW THEREFORE, in consideration of the premises, Tenant hereby declares, covenants, and agrees as follows:

- (1) **Surrender of Premises.** Effective as of the Surrender Date, Tenant hereby surrenders to Landlord all of Tenant's right, title and interest in and to the Premises and the Lease, together with all alterations, installations, additions and improvements in and to said Premises and existing as of the Surrender Date, to the intent and purpose that the estate of Tenant in and to the Premises shall be wholly extinguished as of the Surrender Date.
- (2) **General Tenant Representations.** Tenant hereby warrants and represents to Landlord that nothing has been done or suffered by Tenant whereby the Lease, the Premises or the estate of Tenant in and to said Premises or any part thereof, have been encumbered in any way whatsoever; the Tenant has good right to surrender the same; and that no one other than Tenant

has acquired through or under Tenant any right, title or interest in and to the Lease or the term and estate thereby granted or in and to all or any part of the Premises covered by the Lease including, without limitation, all alterations, installations, additions, and improvements in and to the Premises which are existing in the Premises as of the Surrender Date.

- (3) **Representations on Brokerage.** Tenant further warrants and represents to Landlord that it has not dealt with any real estate agent or broker in connection with this Declaration and/or the surrender of the Premises, that this Declaration was not brought about or procured through the use or instrumentality of any agent or broker. Tenant covenants and agrees to indemnify and hold Landlord harmless from and against any and all claims for commissions and other compensation made by any agent or agents and/or any broker or brokers based on any dealings between Tenant and any agent or agents and/or broker or brokers, together with all costs and expenses incurred by Landlord in resisting such claims (including, without limitation, attorneys' fees).
- (4) **Tenant's Continuing Liability.** The delivery of this Surrender Declaration to Landlord shall not affect any liability or obligation of Tenant under the Lease and should not be construed to diminish, limit or otherwise reduce any liability or obligation that Tenant would otherwise have under the Lease if this Surrender Declaration were never delivered to Landlord.

(5) **Successors and Assigns.** The covenants, conditions, provisions and agreements contained in this Declaration shall bind Tenant, its successors and assigns and inure to the benefit of Landlord and its successors and assigns.

IN WITNESS WHEREOF, Tenant has executed this Declaration as of the day and year first above written.

GOLDEN TOUCH HOME HEALTH, LLC

By:

Name:

WADE LI

Title:

Manager