

## MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT ("Agreement") is executed as of the 12 day of March, 2018, by and among

**Shylas Weight Watchers Delight, Inc.**, (SHYLAS THE BORROWER) a corporation organized and existing pursuant to the laws of the State of New York, with a place of business at 1 a/k/a/ 23 South Division St. & 15 Leroy Place, New Rochelle, N.Y.10801 (PREMISES). Philip Blumenfeld, individually with an address of 25 Rockledge Ave Unit 613E., White Plains, N.Y. 10601-1216 and Stanley Loeb individually with an address of 3 Crossways Park Drive, Woodbury, N.Y. 11797 (the Lenders) (referred to in this Agreement as "Lender")

### WITNESSETH

A. WHEREAS, On FEB.13, 2015 The BORROWER executed a MORTGAGE NOTE (NOTE) in the principal sum of Three Hundred and FIFTY Thousand Dollars, SECURED by a MORTGAGE AND SECURITY AGREEMENT (Mortgage) dated FEB.13, 2015 date, which Mortgage was recorded in the office of the Clerk of Westchester County, New York. Both the Mortgage AND NOTE (loan Docs) shall be deemed to be Incorporated Herein by Reference AND MADE A PART HEREOF.

B.The PREMISES described in the MORTGAGE, which secures the above-mentioned NOTE IS known as and by the postal address OF ONE LEROY PLACE a/k/a 23 South Division St. New Rochelle N.Y. and 15 Leroy Place New Rochelle N.Y. (the MORTGAGE PREMISES) all known on the tax maps as Section 2 Block 413 Lot 30 and Section 2 Block 30 Lot 32 New York respectively, and is more fully described by metes and bounds in Schedule A attached Thereto;

C. There remains due and owing to Lender on the existing obligation of SHYLAS the sum of THREE HUNDRED AND TEN THOUSAND, FOUR HUNDRED EIGHTY-SEVEN AND EIGHTY SIX CENTS DOLLARS (\$310,487.86) BALANCER DUE.

NOW, therefore, in consideration of the mutual promises made herein, the parties have agreed and do AGREE as follows:

1. Assumption of Existing Obligation Borrower hereby assumes the existing obligation of the BALANCE DUE of the NOTE and Mortgage above-described and PROMISES to continue to pay the Monthly interest and principal payments pursuant to the Amortization Schedule (Schedule) provided Borrower with the Loan Docs.

2. Maturity Date Extension The Maturity date of the Note and Mortgage shall be extended to MARCH 1 2021 and shall be deemed to read "March 1, 2021". Provided Borrower continues to make the monthly payments per the Schedule the Balance then due will be \$259,544.17

3. Status of Note and Mortgage. This Agreement constitutes a modification of the Note and the Mortgage only with respect to all matters set forth herein. All of the other terms, covenants, conditions and agreements contained in the Note, Mortgage and Loan Docs shall remain in full force and effect.

4. **Due on Sale.** In the event the PREMISES or any one of them is sold prior to the Maturity date the Loan balance shall be accelerated and be due and payable.

5. **Binding Effect.** This Agreement represents the complete understanding and entire agreement of the parties as to the subject matter contained herein, and may not be amended except by a writing executed by both parties. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of each of the parties hereto.

6. **Time of the Essence.** Time is of the essence for the performance by Borrower of each of its obligations under the Loan Docs.

7. **Counterparts** This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

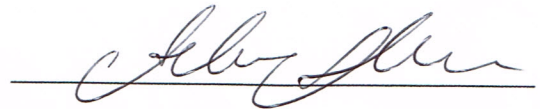
8. **Severability** In the event any one or more of the provisions of this Agreement or Loan Docs or the Note or Mortgage are held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the validity of the remaining provisions hereof and thereof shall in no way be affected, prejudiced, or disturbed.

9. **Miscellaneous** The titles of the paragraphs hereof are for reference purposes only and do not constitute part of this Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. **Authorization of Directors** The execution of this Modification and Extension Agreement has been duly authorized by the board of directors of the Borrower Mortgagor.

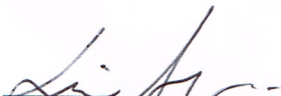
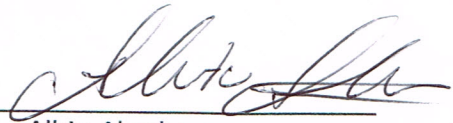

IN WITNESS of the above, we have executed this Modification and Extension Agreement at New Rochelle New York as of the date first set forth above.

**Shylas Weight Watchers Delight Inc.** by BORROWER



ALBIE ABRAHAM, PRES.

Agreed to Personally and Individually Guaranteed by:

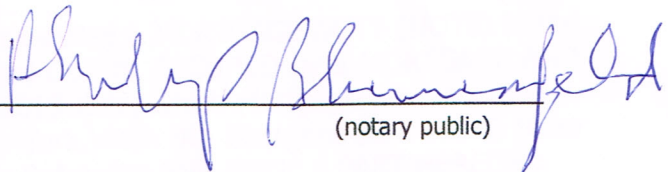
  
\_\_\_\_\_  
Lisa Abraham  
\_\_\_\_\_  
Albie Abraham  
\_\_\_\_\_  
Abraham Vaccachan & Shirley Vaccachan



ACKNOWLEDGMENTS

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

On the 1<sup>st</sup> day of March \_\_\_\_\_ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared ABRAHAM VACCACHAN, SHIRLEY VACCACHAN, ANDREW ABRAHAM and LISA ABRAHAM 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 capacit(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)

PHILIP BLUMENFELD  
Notary Public State of New York  
No. 02BL5358120  
Qualified in Westchester County  
Commission Expires March 30, 2018