

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE ("First Amendment") is made as of the 31st day of March, 2009, between TREBER REALTY LLC, a New York limited liability company with offices at 550 Mamaroneck Avenue, Harrison, NY 10528 ("Landlord") and 715-723 SIXTH AVENUE OWNERS CORP, a corporation duly organized and existing under the laws of the State of New York, with its principal office at c/o Siren Management, 40 Exchange Place, 19th floor, NY, NY, 10005 ("Tenant").

WITNESSETH:

Landlord and Tenant entered into that certain Lease dated as of November 1, 1999 (the "Lease").

Landlord and Tenant wish to amend the Lease to establish the Annual Adjusted Base Rent for the period January 1, 2008 through and including December 31, 2017, and to extend the term of the Lease through and including December 31, 2044, all as further provided herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Annual Adjusted Base Rent. Notwithstanding anything to the contrary set forth in Schedule B of the Lease, "Computation of Net Rent":

(a) The Annual Adjusted Base Rent for the period January 1, 2008 through and including March 31, 2009 shall be at the rate applicable for that period under the Lease as if no Adjustment Period (as defined in the Lease) had occurred.

(b) The "First Adjustment Period" shall be the period April 1, 2009 through and including December 31, 2017. The Annual Adjusted Base Rent for the First Adjustment Period is SEVEN HUNDRED THOUSAND and NO/100 DOLLARS (\$700,000.00), increased annually, but not decreased, as of January 1 of each year commencing January 1, 2010, by the Annual CPI Adjustment defined in and determined in accordance with subdivision (C) of Schedule B of the Lease.

2. Extension of Lease Term.

(a) The term of the Lease is hereby extended to December 31, 2044.

(b) Supplementing Schedule B of the Lease, the Annual Adjusted Base Rent for the period January 1, 2040 through and including December 31, 2044 (the "Fifth Adjustment Period") shall be 36% of the FMV Index multiplied by the Mortgage Interest Percentage, and shall be increased annually, but not decreased, by the Annual CPI Adjustment. The FMV Index for the Fifth Adjustment Period shall be determined in the same manner as the FMV Index for the Second, Third, and Fourth Adjustment Periods. In no event shall the Annual Adjusted Base Rent for the Fifth Adjustment Period be less than the Annual Adjusted Base Rent for the Fourth Adjustment Period.

3. Ratification. Except as amended hereby, all of the terms, covenants and provisions of the Lease are hereby ratified and confirmed in their entirety.

4. Counterparts. This First Amendment may be executed in counterparts, and all of such counterparts, when taken together, shall constitute an original executed copy.

5. Governing Law. This First Amendment shall be governed by the laws of the State of New York and applicable to agreements made and to be wholly performed within New York State.

[Signatures on the following page]

IN WITNESS WHEREOF, this First Amendment was executed as of the day and year first above written.

TREBER REALTY LLC

By: Bernard H. Kayden
Name: Hildred Kayden under POA
Title: by

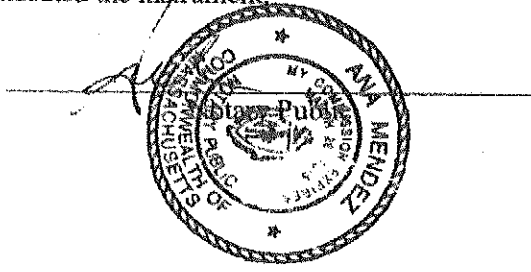
715-723 SIXTH AVENUE OWNERS
CORP.

By: Simona Bares
Name: SIMONA BARES
Title: PRESIDENT

ACKNOWLEDGMENTS

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

On the 7 day of April in the year 200 before me, the undersigned, personally appeared Michael Hayden, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



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

On the 2nd day of July in the year 2009 before me, the undersigned, personally appeared Simon Peter, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

KEVIN R. McCONNELL
Notary Public, State of New York
No. 43-4838740
Qualified in Richmond County
Commission Expires Sept. 30, 2019