

### AMENDMENT OF LEASE

**THIS EXTENSION AND AMENDMENT OF LEASE** ("Agreement") is made as of the 19<sup>th</sup> day of January 2011 by and between **GINEZRA ASSOCIATES LLC**, a New York limited liability company having an office at 140 Fulton Street, 5<sup>th</sup> Floor, New York, New York 10038 ("Landlord") and **DUANE STREET DESIGN STUDIO LLC**, a New York limited liability company having an office at 188-190 Duane Street, Ground Floor, New York, New York 10013 ("Tenant").

#### **WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into that certain Lease dated May 1, 2009 ("Lease") for the leasing of the ground floor space and commercial basement space under such ground floor space, as presently occupied by Tenant (collectively, "Demised Premises"), in the building commonly known as, and located at, 188-190 Duane Street, New York, New York 10013 ("Building");

**WHEREAS**, the Lease has not been assigned, modified, supplemented, extended or renewed;

**WHEREAS**, no part of the Demised Premises has been sublet and only Tenant is using and occupying the Demised Premises as of the date of this Agreement;

**WHEREAS**, Landlord is the fee owner of the Building and Tenant recognizes Landlord as its landlord;

**WHEREAS**, the initial term of the Lease is for a period of three (3) years, which initial term commenced on May 1, 2009 ("Initial Term");

**WHEREAS**, on January 5, 2010 Tenant filed a voluntary petition for bankruptcy relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court, Southern District of New York under Case No. 10-10044 (reg.) ("Bankruptcy Case") and the Lease is hereby reinstated and as such, the Lease and Tenant's tenancy at the Demised Premises are in full force and effect;

**WHEREAS**, in the Bankruptcy Case, on March 15, 2010 Landlord filed a Proof of Claim dated March 12, 2010 in the amount of \$73,795.80 ("Claim") and Tenant hereby agrees to pay to Landlord, and Landlord hereby agrees to accept from Tenant, \$36,842.37 in full satisfaction of the Claim;

**WHEREAS**, Tenant has effectively exercised its option to extend the Initial Term for two (2) years pursuant to, and in accordance with, the terms of Article marked "41. BASE ANNUAL RENT" of the Lease ("Option") and as such, the Initial Term, as extended by the Option, is scheduled to expire on April 30, 2014, unless sooner terminated pursuant to the terms of the Lease, as modified by this Agreement (the Initial Term, as extended by the Option, is referred to herein as "Term"); and

**WHEREAS**, Landlord and Tenant have agreed to modify certain terms of the Lease, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows effective as of the date of this Agreement:

1. All capitalized terms used, but not specifically defined, in this Agreement shall have the respective meanings assigned to those terms in the Lease.
2. Tenant hereby acknowledges and agrees that the foregoing recitals are true and accurate and such recitals are incorporated herein by reference.
3. Landlord and Tenant hereby confirm that the base rents payable under the Lease, as modified by this Agreement, for the period of May 1, 2012 through April 30, 2014 are as follows:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
05/01/12 - 04/30/13	\$13,260.00	\$159,120.00
05/01/13 - 04/30/14	\$13,660.00	\$163,920.00

The annual base rents payable for the period of May 1, 2012 through April 30, 2014 shall be paid to Landlord in equal monthly installments in advance on the first (1<sup>st</sup>) day of each and every month during said period, without counterclaim, set-off, deduction, abatement or reduction for any reason whatsoever. In addition, during said period of May 1, 2012 through April 30, 2014, Tenant shall pay to Landlord the additional rents and all other charges payable under the Lease, as modified by this Agreement, and during said period all other terms and conditions of the Lease shall remain in effect (except that the base rents payable for said period shall be the base rents set forth in this paragraph 3 and except that Tenant shall not have any right, option or entitlement to extend the Term for any period subsequent to April 30, 2014 except as otherwise expressly set forth in paragraph 4 of this Agreement). Landlord and Tenant hereby acknowledge and agree that a total of thirty thousand dollars (\$30,000.00) has been deposited with Landlord as security with respect to the Lease and Tenant's tenancy at the Demised Premises and, as of the date of this Agreement, Landlord is holding said \$30,000.00 as the security deposit under the Lease.

4. Provided that none of the events described in subsections (i) through (vi) of this paragraph 4 shall apply or shall have occurred, Tenant shall have one (1) option to extend the Term (as defined above) for five (5) years, such option to commence, if effectively exercised by Tenant in accordance with the terms and conditions of this Agreement, on May 1, 2014 and expire on April 30, 2019 ("Option Period"), unless sooner terminated as provided in the Lease, as modified by this Agreement. Tenant's option to extend the Term as provided in this paragraph 4 is referred to herein as the "Option".

If Tenant shall have elected to exercise the Option, Tenant shall do so by giving to Landlord written notice of such election ("Option Notice"), via regular mail and certified mail, return receipt requested, and both copies of the Option Notice must be postmarked to be mailed to Landlord on or before **OCTOBER 31, 2013** ("Exercise Deadline"), time being of the essence. Tenant shall have no right, option or entitlement to revoke, cancel or rescind the Option Notice.

If Tenant shall have effectively exercised the Option by giving to Landlord the Option Notice on or before the Exercise Deadline and in accordance with the terms and conditions of this paragraph 4, the Term (as defined above) shall be extended for the Option Period without execution of an extension agreement or renewal lease. If Tenant shall have timely and effectively exercised the Option in accordance with the terms of this paragraph 4 then, in such event, Tenant shall use and occupy the Demised Premises during the Option Period based on the same terms and conditions contained in the Lease, as modified by this Agreement, and which are in effect immediately preceding the commencement of the Option Period (including, without limitation, payment by Tenant of all additional rents payable under this Lease for the Term) except that Tenant shall not have any right, option or entitlement to extend the term of the Lease for any period subsequent to the expiration or sooner termination of the Option Period and except that the base rents payable for, and during, the Option Period shall be as follows:

<u>Period</u>	<u>Monthly Fixed Rent</u>	<u>Annual Fixed Rent</u>
05/01/14 - 04/30/15	\$14,069.80	\$168,837.60
05/01/15 - 04/30/16	\$14,491.89	\$173,902.68
05/01/16 - 04/30/17	\$14,926.65	\$179,119.80
05/01/17 - 04/30/18	\$15,374.45	\$184,493.40
05/01/18 - 04/30/19	\$15,835.69	\$190,028.28

Notwithstanding the foregoing, the Option, and the validity of any exercise by Tenant of the Option, shall be void *ab initio* and of no force or effect if any one of the following events shall apply or occur: (i) the Lease, as modified by this Agreement, shall have been terminated as of the Exercise Deadline or as of April 30, 2014; (ii) at any time prior to the first day of the Option Period Tenant shall have failed to comply with, or perform, as the case may be, any term, covenant or condition of the Lease, as modified by this Agreement; (iii) at any time prior to May 1, 2014 Tenant shall have assigned the Lease, as modified by this Agreement; (iv) Tenant shall have surrendered possession of the Demised Premises at any

time prior to the first day of the Option Period; (v) Tenant shall have failed to exercise the Option by the Exercise Deadline or in the manner required by this paragraph 4; or (vi) Landlord shall have exercised its option to cancel the Lease, as modified by this Agreement, pursuant to Article marked "90. LANDLORD'S OPTION TO CANCEL" of the Lease, as modified by this Agreement.

5. For purposes of Articles marked "Sprinklers: 29." and "44. TAXES" and "45. BID TAX" of the Lease, the phrase "Tenant's Proportionate Share" shall mean, and be, sixty percent (60%).

6. Article marked "81. POSSESSION GUARANTY" of the Lease is hereby deleted in its entirety.

7. Articles marked "Destruction, Fire and Other Casualty: 9." and "83. CASUALTY" of the Lease are hereby modified as follows: Notwithstanding anything to the contrary contained in the Lease, if the Demised Premises are totally damaged or rendered wholly unusable by fire or other casualty and if Tenant and Tenant's Parties (as defined in paragraph 14 of this Agreement) shall not have caused such fire or other casualty and if Landlord shall not have elected to terminate the Lease pursuant to said Article 9 and if Landlord shall not have substantially completed the work required by said Article 9 on or before the one hundred eightieth (180<sup>th</sup>) day subsequent to the date that such fire or other casualty shall have occurred ("Substantial Completion Deadline") then, in such event, Landlord shall not be liable to Tenant but Tenant shall have the right, as Tenant's sole and exclusive remedy, to terminate the Lease, as modified by this Agreement, by giving to Landlord, via regular mail and certified mail, return receipt requested, written notice thereof ("Casualty Notice") on or before the fifth (5<sup>th</sup>) day subsequent to the Substantial Completion Deadline (i.e., both mailings of the Casualty Notice must be postmarked by the United States Postal Service to be mailed to Landlord on or before the fifth [5<sup>th</sup>] day subsequent to the Substantial Completion Deadline), time being of the essence. If Tenant shall fail to give to Landlord the Casualty Notice, or if Tenant shall fail to give to Landlord the Casualty Notice on or before the fifth (5<sup>th</sup>) day subsequent to the Substantial Completion Deadline (i.e., either or both mailings of the Casualty Notice is [are] postmarked by the United States Postal Service to be mailed to Landlord after the fifth [5<sup>th</sup>] day subsequent to the Substantial Completion Deadline), time being of the essence, then, in either such event, the Lease, as modified by this Agreement, shall remain in full force and effect and Tenant shall not have the right to terminate the Lease, as modified by this Agreement, pursuant to this paragraph 7. The Casualty Notice shall contain a date on which the Lease (as modified by this Agreement) shall terminate ("Casualty Termination Date"), which Casualty Termination Date shall not be less than five (5) days, nor more than ten (10) days, subsequent to the date that Landlord shall have received the Casualty Notice. On the Casualty Termination Date the Lease, as modified by this Agreement, and Tenant's tenancy at the Demised Premises, shall terminate and on the Casualty Termination Date Tenant shall surrender to Landlord possession of the Demised Premises in accordance with the terms of the Lease, as modified by this Agreement, and thereafter Landlord and Tenant shall not have any rights, liabilities or obligations under the Lease, as modified by this Agreement (except for Tenant's obligations with respect to third [3<sup>rd</sup>] party claims, if any, and except for Tenant's liabilities and obligations that expressly survive the expiration or sooner termination of the Lease, as modified by this Agreement, and except for Tenant's liabilities and obligations that accrued prior to the later of the Casualty Termination Date and the date that Tenant and all other occupants shall have vacated from, and surrendered to Landlord possession of, the Demised Premises in accordance with the terms of this paragraph).

8. Notwithstanding anything to the contrary contained in the Lease, unless prohibited by any statute, law, code, ordinance, order, rule or regulation, Tenant shall have the right to access the Demised Premises, and open to the public for business at the Demised Premises, twenty-four (24) hours per day, seven (7) days per week.

9. Section marked "(A)" of Article marked "43. MAINTENANCE OBLIGATIONS OF TENANT" of the Lease is hereby modified as follows: (i) the word "foundations" is hereby deleted; (ii) in section marked "(A)" of said Article 43, the phrase "Building's foundation" is hereby inserted after the phrase "concrete slab" and before the word "footings", so that the Building's foundation shall be a "structural repair" for purposes of said Article 43; (iii) the phrase "first-class quality" is hereby deleted and replaced with the phrase "the same, or better, quality as the quality of the part or component being repaired,

restored or replaced, as the case may be, and shall be"; (iv) at the end of Section marked "(A)" of said Article 43, the following provision is hereby added: "Notwithstanding the foregoing, Tenant shall not be obligated to make any repair, replacement or restoration in or to the Demised Premises if the necessity of such repair, replacement or restoration, as the case may be, shall have been caused by any other tenant or occupant of the Building."

Notwithstanding anything to the contrary contained in said Article 43 or any other provision of the Lease, as modified by this Agreement, if at any time subsequent to the date of this Agreement, the existing skylight in the Demised Premises ("Skylight") requires repair or replacement (as reasonably determined by Landlord and Tenant) then, provided that Tenant and Tenant's Parties (as defined in paragraph 14 of this Agreement) shall not have caused the necessity of such repair or replacement, Tenant shall give to Landlord written notice that the Skylight needs repair or replacement, as the case may be, and such written notice shall be accompanied by a written estimate from a qualified contractor (selected by Tenant), which written estimate shall specify such contractor's cost to perform and complete such repair or replacement (such cost shall include all labor costs, and all costs, expenses, taxes, fees and charges for all supplies and materials, necessary to perform and complete such repair or replacement, as the case may be). Promptly after Landlord shall have received from Tenant such written notice and estimate, Landlord shall obtain from a qualified contractor (selected by Landlord) a written estimate, which written estimate shall specify such contractor's cost to perform and complete such repair or replacement, as the case may be (such cost shall include all labor costs, and all costs, expenses, taxes, fees and charges for all supplies and materials, necessary to perform and complete such repair or replacement, as the case may be). Unless either party reasonably objects in writing to using the contractor with the lower cost estimate ("Lower Estimate") within three (3) days of the date that Tenant shall have received Landlord's contractor's estimate, Tenant shall, at Tenant's expense, hire the contractor with the Lower Estimate to make such repair or replacement, as the case may be, and Tenant shall, at Tenant's expense, cause such contractor to legally and expeditiously perform and complete such repair or replacement, as the case may be, in accordance with the terms of the Lease, as modified by this Agreement. Tenant shall pay, when due, such contractor one hundred percent (100%) of all costs and expenses of labor and supplies and materials to perform and complete such repair or replacement, as the case may be, and Tenant shall give to Landlord documentation sufficient to evidence that such contractor, and all subcontractors and workers who performed any work with respect to such repair or replacement, as the case may be, and all costs and expenses for all supplies and materials furnished in connection with such repair or replacement, have been paid in full (collectively, "Proofs of Payment"). Provided that Tenant shall have fully complied with the terms of this paragraph then, within thirty (30) days after the date that Landlord shall have received all Proofs of Payment, Landlord shall reimburse Tenant for fifty percent (50%) of the amount of the Lower Estimate (at Landlord's option, Landlord may reimburse Tenant by remitting to Tenant a check for such amount or Landlord may reimburse Tenant by applying the reimbursement amount towards any base rent and/or additional rent then due and owing and/or any base rents and/or additional rents payable for the month immediately following the month in which Tenant shall be entitled to such reimbursement). Notwithstanding the foregoing, Landlord shall not be obligated to reimburse Tenant fifty percent (50%) of the amount of the Lower Estimate and Tenant shall pay one hundred percent (100%) of the total cost to repair or replace, as the case may be, the Skylight if: (a) Tenant shall have failed to give to Landlord all Proofs of Payment; (b) if Tenant or any Tenant Party (as defined in paragraph 14 of this Agreement) shall have caused the necessity of such repair or replacement; or (c) if Tenant shall have failed to comply with, or perform, as the case may be, any term, covenant or condition of this paragraph. Notwithstanding the foregoing, Landlord shall not be liable for, and Landlord shall not be obligated to repair or replace, any damage in or to the Demised Premises caused by any leak from the Skylight. Notwithstanding the foregoing, Landlord shall not be liable for, and shall not be obligated to pay or reimburse Tenant for any cost to repair or replace, any loss or damage to any merchandise, trade fixtures, equipment or any other personal property caused by any leak from the Skylight and Tenant shall not be permitted to offset, deduct, withhold, reduce or abate any base rent or additional rent payable under the Lease, as modified by this Agreement, even if Landlord shall have failed to pay to Tenant fifty percent (50%) of the Lower Estimate. Notwithstanding the foregoing, if Landlord shall be obligated to reimburse Tenant for fifty percent (50%) of the Lower Estimate pursuant to the terms of this paragraph and if Tenant shall owe to Landlord any base rent or additional rent or any other money as of the day that Landlord shall be obligated to make such reimbursement then, in such event, Landlord shall be entitled to deduct from such reimbursement amount

an amount equal to, and apply the same to, the base rent and/or additional rent and/or other money that Tenant owes to Landlord.

10. In Section marked "(I)" of Article marked "Default: 17" of the Lease, the following phrase is hereby deleted: "or if the demised premises become vacant or deserted".

11. Notwithstanding anything to the contrary contained in the Lease, provided that Tenant shall have fully and timely complied with, and performed, Tenant's obligations under the Lease, on the day that the Lease expires or sooner terminates, Tenant shall be permitted, at Tenant's sole cost and expense, to remove from the Demised Premises, and retain, the following: (i) the RAILEX machine installed in the Demised Premises as of the date of this Agreement ("RAILEX Machine"); (ii) the high hats" installed in the ceilings of the Demised Premises as of the date of this Agreement (collectively, "High Hats"); and (iii) four (4) artistic light fixtures installed in the ceilings of the Demised Premises (i.e., three hand blown white glass round light fixtures located in the ceiling above the sales table in the Demised Premises and one hand blown white glass round light fixture located in the ceiling in the middle of the room at store entry) as of the date of this Agreement (collectively, "Artistic Light Fixtures") (the RAILEX Machine and High Hats and Artistic Light Fixtures are collectively referred to herein as "Equipment"). On or before the expiration or sooner termination of the Lease, as modified by this Agreement, Tenant shall, at Tenant's sole cost and expense, repair all damage in and to the Demised Premises caused by the installation and/or removal of the Equipment and Tenant shall, at Tenant's expense, purchase and replace the High Hats and Artistic Light Fixtures with "building standard" high hats and light fixtures (Landlord shall reasonably determine what is "building standard") and Tenant shall, at Tenant's expense, promptly repair any and all damage in and to the Demised Premises caused by the installation of such building standard high hats and light fixtures.

12. Notwithstanding anything to the contrary contained in the Lease, except in the event of an emergency and except as expressly set forth in the paragraph immediately following this paragraph, Landlord shall give to Tenant notice (telephonic notice OK) that Landlord will enter the Demised Premises at least twenty four (24) hours prior to entering the Demised Premises. For purposes of this paragraph, the phrase "event of emergency" shall mean an event, circumstance or occurrence, or a possible event, circumstance or occurrence, that has caused, or that may cause, harm or injury to any person, or loss or damage to any property.

During the last six (6) months of the Term, or any extension of the Term, Landlord shall have the right, during normal business hours and without giving to Tenant prior notice, to enter and access the interior of the Demised Premises to show the Demised Premises to prospective tenants of the Demised Premises and prospective purchasers of the Building.

13. Article marked "90. LANDLORD'S OPTION TO CANCEL" of the Lease is hereby modified as follows: (i) in Section marked "(C)", the phrase "the sum of \$500.00" is hereby deleted wherever such phrase appears and is replaced with the phrase "the sum of \$1,000.00"; and (ii) Section marked "(D)" is hereby deleted in its entirety. In addition, if Landlord elects to terminate the Lease, as modified by this Agreement, pursuant to Section marked "(A)" of said Article 90 then, provided that Tenant shall have vacated from, and surrendered to Landlord possession of, the Demised Premises in accordance with the terms and conditions of Section marked "(B)" of said Article 90 and provided that Tenant shall not be in default of any term, covenant or condition of the Lease, as modified by this Agreement, on the Cancellation Date (as such phrase is defined in Section marked "(A)" of said Article 90) Landlord shall, within thirty (30) days after the Cancellation Date pay to Tenant a cancellation fee ("Cancellation Fee") equal to the sum of: (1) Tenant's actual moving expenses not to exceed \$5,000.00 (upon request, Tenant shall give to Landlord documentation sufficient to evidence all such moving expenses) plus (2) if the Cancellation Date shall be a date prior to April 30, 2014 then the product of: (x) sixteen dollars and forty seven cents (\$16.47), multiplied by (y) the total number of days during the period of the day immediately following the Cancellation Date up to, and including, April 30, 2014 (but excluding February 29 of any leap year occurring during said period), and if Tenant shall have effectively exercised Tenant's Option (as such term is defined in paragraph 4 of this Agreement) and if the Cancellation Date shall be a date subsequent to May 1, 2014 then the product of: (x) sixteen dollars and forty four cents (\$16.44), multiplied by (y) the total number of days during the period of the day immediately following the Cancellation Date

up to, and including, April 30, 2019 (but excluding February 29 of any leap year occurring during said period).

14. Article marked "80. USE AND OCCUPANCY" of the Lease is hereby modified as follows: Tenant has received and reviewed a copy of the Building's current certificate of occupancy ("C of O"). If, subsequent to the date of this Agreement, a notice of violation, summons, order or citation shall have been issued by a governmental department or agency for using and/or occupying the Demised Premises for the uses permitted by the Lease but in violation of the C of O then, provided that Tenant and Tenant's owners, members, principals, officers, managers, employees, workers, contractors, subcontractors, agents, representatives, subtenants, licensees, customers, invitees and any party acting for, or on behalf of, Tenant (individually, "Tenant's Party" and collectively, "Tenant's Parties") did not contact, in any manner, the governmental department or agency that issued such notice of violation, summons, order or citation, as the case may be, and provided that Tenant and Tenant's Parties did not contact, in any manner, any other governmental department or agency that prompted or caused the issuance of such notice of violation, summons, order or citation, as the case may be, Tenant shall have the option of: (i) promptly curing such notice of violation, summons, order or citation, as the case may be, at Tenant's sole cost and expense, by performing all work, acts and things necessary to amend the C of O, or obtain a new certificate of occupancy, so that the Demised Premises may be legally used and occupied for the uses permitted by the Lease, as modified by this Agreement, and paying when due all fines, fees, penalties and interest charged and/or imposed with respect to such notice of violation, summons, order or citation, as the case may be; or (ii) terminating the Lease by giving to Landlord prior written notice of such election to terminate ("Tenant's Termination Notice"), which Tenant's Termination Notice shall be given to Landlord via regular mail and certified mail, return receipt requested, and which Tenant's Termination Notice must contain the effective date of termination ("Termination Date") and which Termination Date must be at least one hundred eighty (180) days subsequent to the date that Landlord shall have received Tenant's Termination Notice. Tenant shall not have any right to rescind, cancel or revoke Tenant's Termination Notice. If Tenant elects to terminate the Lease, as modified by this Agreement, pursuant to this paragraph 14 then the Lease and Tenant's tenancy at the Demised Premises shall automatically terminate effective as of the Termination Date and on or before the Termination Date Tenant and all other occupants shall vacate from, and surrender to Landlord all keys to the Demised Premises and possession of the Demised Premises vacant and broom clean and in the state and condition required by the terms of the Lease, as modified by this Agreement, and Tenant shall pay to Landlord all base rents and additional rents and all other charges payable under the Lease, as modified by this Agreement, for all periods prior to, and including, the Termination Date and thereafter Landlord and Tenant shall not have any rights, liabilities or obligations under the Lease, as modified by this Agreement (except for Tenant's obligations with respect to third [3<sup>rd</sup>] party claims, if any, and except for Tenant's liabilities and obligations that expressly survive the expiration or sooner termination of the Lease, as modified by this Agreement, and except for Tenant's liabilities and obligations that accrued prior to the later of the Termination Date and the date that Tenant and all other occupants shall have vacated from, and surrendered to Landlord possession of, the Demised Premises in accordance with the terms of this paragraph).

Notwithstanding the foregoing, if Tenant shall have elected to terminate the Lease, as modified by this Agreement, pursuant to this paragraph 14 then, within thirty (30) days after Landlord shall have received Tenant's Termination Notice, Landlord shall have the right (but not the obligation) to elect to cure such notice of violation, summons, order or citation, as the case may be, in which event the Lease, as modified by this Agreement, shall not terminate pursuant to this paragraph 14 and the Lease, as modified by this Agreement, and Tenant's tenancy at the Demised Premises, would remain in full force and effect and Tenant shall continue to pay to Landlord the base rents and additional rents and all other charges payable under the Lease, as modified by this Agreement, and Landlord shall use commercially reasonable efforts to cause such notice of violation, summons, order or citation, as the case may be, to be cured and dismissed of record as soon as practicable considering the work involved. Notwithstanding the foregoing, if Tenant or any Tenant Party shall have contacted, in any manner, the governmental department or agency that issued the notice of violation, summons, order or citation, as the case may be, or if Tenant or any Tenant Party shall have contacted, in any manner, any other governmental department or agency and such contact shall have caused or prompted the issuance of such notice of violation, summons, order or citation, as the case may be, or if any act, omission, work or construction by Tenant or any Tenant Party shall have caused or

prompted the issuance of such notice of violation, summons, order or citation, as the case may be, or if Tenant or any Tenant Party shall have performed, or desires to perform, any work or construction in or to the Demised Premises, or if Tenant or any Tenant Party shall have installed, or desires to install, in or to the Demised Premises any installation, alteration or improvement then, in any such event, Tenant shall, at Tenant's sole cost and expense, promptly cure, satisfy and dismiss of record such notice of violation, summons, order or citation, as the case may be, and Tenant shall, at Tenant's sole cost and expense, promptly obtain a new certificate of occupancy, or amend the C of O, so that the Demised Premises may be legally used and occupied for the uses permitted by the Lease, as modified by this Agreement. If Tenant shall have effectively exercised Tenant's right to terminate the Lease, as modified by this Agreement, pursuant to this paragraph 14 then, provided, and to the extent, that Tenant shall be entitled to receive a refund of the cash security deposited under the Lease, as modified by this Agreement, Landlord shall refund to Tenant such security deposit within thirty (30) days after Tenant shall have fully performed and satisfied Tenant's obligations pursuant to the terms of this paragraph 14.

15. In Article marked "75. **NOTICES**" of the Lease, the phrase "with a copy to Ellen Walker, Esq., at Granoff Porenza & Walker, at 747 Third Avenue, 4<sup>th</sup> Floor, New York, New York 10017" is hereby deleted and replaced with the following phrase: "with a copy to Lissner & Lissner LLP, 250 West 57<sup>th</sup> Street, New York, New York 10017, Attention: Barbara H. Urbach Lissner".

16. The invalidity or unenforceability pursuant to applicable law of any term of this Agreement shall not affect or impair any other term of this Agreement.

17. All negotiations, understandings and agreements between Landlord and Tenant with respect to the modification and extension of the Lease are incorporated in this Agreement. This Agreement shall not be modified or supplemented without an agreement in writing signed by Landlord and Tenant. Notwithstanding anything to the contrary contained in the Lease, unless required by law, all bills, statements, invoices, notices, letters, demands, correspondence and all other communications to be given to Tenant under the Lease, as modified by this Agreement, in connection with the Demised Premises or in connection with Tenant's tenancy at, or use or occupancy of, the Demised Premises, shall be given to Tenant at the Demised Premises.

18. This Agreement shall bind, and inure to the benefit of, the respective successors and assigns of the parties hereto. If Tenant shall fail to comply with, or perform, as the case may be, any term, covenant or condition of the Lease then, in such event, this Agreement shall be void *ab initio* and of no force or effect.

19. Except as expressly modified by this Agreement, all of the terms, covenants and conditions of the Lease are in full force and effect and the Lease is hereby ratified and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have made this Agreement as of the date written at the top of page one of this Agreement.

**GINEZRA ASSOCIATES LLC:**

By: 

Name:

Title:

**DUANE STREET DESIGN STUDIO LLC:**

By:  on behalf of Duane St

Name:

Title: managing member

E.I.N.: 26-4005067

STATE OF NEW YORK )

COUNTY OF NY )  
SS.:

On the 19th day of January in the year 2011, before me, the undersigned, personally appeared Nina Khan, 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.

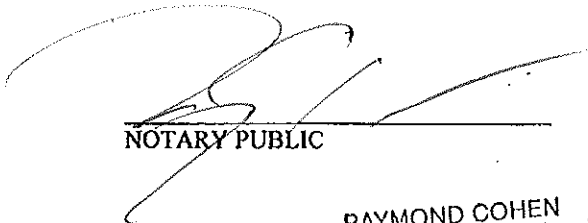
  
NOTARY PUBLIC

KEVIN M LONGOBARDI  
Notary Public - State of New York  
NO. 01LO6137468  
Qualified in Kings County  
My Commission Expires 11/26/13

STATE OF NEW YORK )

COUNTY OF NY )  
SS.:

On the 19th day of January in the year 2011, before me the undersigned, personally appeared Kenneth Dubow, 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

RAYMOND COHEN  
Notary Public, State of New York  
No. 02CO6039482  
Qualified in Kings County  
Commission Expires 04/03/20 14