

RIDER TO SUBLICENSE DATED AS OF DECEMBER __, 2002 BETWEEN CLAUDE SIMON/JOHN SIMON AS OWNER AND PROPRIETARY LESSEE AND EMERGINGMED AS TENANT

For the purposes of this lease, unless the context otherwise requires, the following phrase shall have the following meanings:

1. The term "lease year" shall mean the period commencing on the commencement date and each period of twelve (12) consecutive calendar months thereafter during the term of this lease.

2. The term "fixed annual rent" shall mean the fixed guaranteed annual rent payable by tenant during the lease year of the term hereof, which fixed annual rent shall be payable in equal monthly installments as herein set forth:

Lease Year	Fixed Annual
Rent	
Monthly Instalments	
1/103 through 12/31/02*	\$50,000.00
\$4,166.66	
1/1/04 through 12/31/04	\$51,250.00
\$4,270.83	
1/1/05 through 12/31/05	\$57,525.00
\$4,793.75	
1/1/06 through 12/31/06	\$58,975.00
\$4,914.58	

*Fixed Annual Rent is waived through 4/30/03.

3. The fixed annual rent shall be paid by tenant to owner without notice or demand, and without abatement, deduction or set-off in lawful money of the United States of America commencing on the commencement date, and on the first day of each and every month thereafter, in equal monthly installments in advance, at the office of owner or such other place as owner may designate.

4. Tenant hereby agrees that if the amount of real estates taxes assessed (other than a reassessment by reason of a sale of the building) by the City of New York or any County or other governmental authority against the land and buildings of which the demised premises form a part exceed the amount of such real estate taxes for the calendar year commencing January 1 2003 and ending December 31, 2003 (i.e., the amount due for each of the half year fiscal tax years totaled so that the base year will be a blend of the fiscal years 2002/2003 and 2003/2004), are at any time after January 1, 2004 increased over, the tenant hereunder shall pay owner an amount equal to 14.268% of the total of all such increases as additional rent. The additional real estate taxes, if any, payable by the tenant shall be apportioned to charge the tenant to the end of

the term. Any increase in real estate taxes shall be due and payable by the tenant to the owner, as additional rent, on the first day of the month in which any such increase in such taxes are payable by the owner. Any such increase due after the termination of the within lease shall survive such termination or expiration and be due and payable as herein provided.

5. The owner agrees to submit to the tenant a comparative statement showing any such increases, although the failure on comparative statement showing any such increases, although the failure on the owner's part to submit such statement shall not affect the tenant's obligation with reference to the payment of such additional rent.

6. Tenant shall arrange for electricity services, open an account and pay its electricity bills directly to Con Edison based upon its separately metered charges.

7. Tenant shall pay as additional rent the charges set forth in Paragraphs 29 and 30 of the pre-printed lease for water and sprinkler services.

8. The payment of additional rent shall be a substantial obligation of this tenancy. The failure of tenant to make payment of additional rent, as defined herein, when the same is due hereunder, shall entitle owner to exercise all rights and remedies provided herein for the non-payment of rent, or, at owner's option, for a violation of a substantial obligation of this tenancy, and owner shall be entitled to commence any proceeding available to it in any subsequent month following the non-payment of additional rent. The acceptance of the rent reserved hereunder shall not constitute nor be deemed a waiver of owner's rights with respect to any additional rent due pursuant to the terms of this lease.

9. The listing of any names other than that of tenant, whether on the doors of the demised premises, on any building directory, or otherwise, shall not operate to vest any right or interest in this lease or in the demised premises, nor shall it be deemed to be the consent of owner to any assignment or transfer of this lease, to any sublease of the demised premises, or to the use or occupancy thereof by others.

10. Tenant shall indemnify and save harmless (i) owner; (ii) 160 Madison Avenue Owners Corporation; and (iii) 160 Madison Avenue Owners Company; from and against all damages, liabilities, claims costs and expenses, including reasonable attorneys' fees, arising out of the use of the demised premises or any work or thing done, or any condition created by tenant or its employees, agents, invitees, licensees, customers or contractors, whether or not caused by negligence or breach of an obligation by the same.

11. Tenant shall, throughout the term of this lease, at its own cost and expense, for the benefit of (i) owner; (ii) 160 Madison Avenue Owners Corporation; and (iii) 160 Madison Avenue Owners Company; and such other parties as owner may designate, maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the demised premises, whether or not caused by negligence or breach of an obligation by tenant or its employees, agents, invitees, licensees, customers or contractors, said insurance to afford protection to the limit in such amount as owner may reasonably require but in no event more than \$3,000,000.00 combined single limit for each occurrence in respect of personal injury or death and damage to property. The certificates of insurance for the same shall

specifically have the indemnity class referred to in subparagraph A of this article typed on the certificates evidencing that the "hold harmless" clause has been insured.

12. Tenant shall also throughout the term of this lease maintain sprinkler leakage insurance covering its personal property and improvements.

13. The insurance policies required by this article shall contain a waiver by the insurance carrier of any right of subrogation against owner or any other insured party, whether or not said carrier charges tenant an additional premium therefor, and shall provide that no cancellation of said policies shall be effective unless ten (10) day prior written notice has been given to owner and all other insured parties. Said insurance may be carried under a blanket policy covering the demised premises and other location of tenant, if any, provided that each such policy shall in all respects comply with this article and shall specify that the portion of the total coverage of such policy that is allocated to the demised premises is in the amount required pursuant to this article. At the time said insurance is first required to be carried by tenant and, in any event, at least ten (10) day prior to the effective date of any such policy, tenant agrees to deliver to owner either a duplicate original of the aforesaid policies or a certificate evidencing such insurance. Owner may also require other insurance, from time to time, against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the type of building, its construction, us and occupancy.

14. Tenant shall look solely to the equity of owner in and to the demised premises (fourth floor only) in the event of a breach or default by owner of the provisions of this lease, and tenant agrees that the liability of owner under this lease shall not exceed the value of such equity of owner in and to the demised premises (fourth floor only). No properties or assets of owner (or of any persons or entities comprising owner) other than the demised premises shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) arising out of this lease, and if tenant shall acquire a lien on any other properties or assets of owner, by judgment or otherwise, tenant shall promptly release such lien on such other properties and assets by executing, acknowledging and delivering to owner an instrument to that effect prepared by owner's attorneys.

15. The obligations of owner under this lease shall not be binding upon owner named herein after the sale, conveyance, assignment or transfer by such owner (or upon any subsequent owner after the sale, conveyance, assignment or transfer by such subsequent owner) of its interest in the building or the demised premises, as the case may be, and in the event of any such sale, conveyance, assignment or transfer, 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, grantee, assignee or other transferee, that such purchaser, grantee, assignee or other transferee has assumed and agreed to carry out any and 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 transferee, that such purchaser, grantee, assignee or other transferee has assumed and agreed to carry out any and all covenants and obligations of owner hereunder.

16. Tenant shall not use, store, maintain or permit any hazardous material (as hereinafter defined) to be used, stored, maintained or located on, in or about the demised premises in a manner that violates any environmental requirement (as hereinafter defined).

17. The term "hazardous material" shall mean any material or substance that, whether by its nature or use, is now or shall at any time during the term of this lease be defined as hazardous waste, hazardous substance, pollutant or contaminant under any environmental requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or otherwise hazardous and which is now or shall at any time during the term of this lease be regulated under any environmental requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product. The term "environmental requirement" shall collectively mean all present and future laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent in effect at any time during the term of this lease, of or by any governmental authority having jurisdiction and relative to or addressing the protection of the environment or human health. The term "governmental authority" shall mean the federal government, or any state or other political subdivision thereof, or an agency, court or body of the federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

18. Any improvements erected on the demised premises and all alterations to the building and the demised premises shall be owned by owner.

19. Tenant shall, upon the expiration of the term for any reason whatsoever, surrender the demised premises to owner, broom-clean and in good order, condition and repair, except as otherwise specifically provided in this lease.

20. Title to any personal property of tenant shall remain with tenant, and upon expiration of the term tenant may, and upon demand of owner shall, promptly remove such personal property, and tenant shall promptly repair any resultant damage to the demised premises. The provisions of this section shall survive the expiration of the term. If required by an equipment lessor or secured creditor of Tenant, owner shall acknowledge that it has no lien on any such equipment or collateral.

21. Any of the personal property of tenant which shall remain in the demised premises for a period of two (2) days after the expiration of the term, or which shall interfere with any new tenant of the demised premises, whether or not such period of two (2) days shall have expired, may, at the option of owner, be deemed to be abandoned property, and may be retained by owner as its sole property or disposed of by owner in such manner as owner may see fit, without accountability therefor.

22. The tenant agrees that at any time and from time to time upon ten (10) days prior written request by the owner, tenant will execute, acknowledge and deliver to owner a statement in writing stating that this lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the lease as so modified is in full force and effect), and the dates to which the rent and other charges have been paid, it being intended that any such statements delivered pursuant to this article may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon, any interest in the fee or the land

and building or any leasehold interest therein, or by an existing owner of, or any existing holder of a mortgage upon, any interest in the fee of the land and building or any leasehold interest therein whether now or hereafter created.

23. It is hereby understood and agreed that if tenant shall fail to furnish the statement required to be furnished herein within ten (10) days after request therefor by the owner then such failure on the part of tenant shall constitute an acknowledgment by tenant that the lease (as modified, if same has been modified) is in full force and effect and that there have been no prepayments of rent by tenant. Should owner so elect it shall be deemed to be tenant's attorney-in-fact coupled with an interest for the purpose of executing any such statement if same has not been furnished by tenant within said ten (10) day period.

24. The failure of owner to insist in any one or more cases upon the strict performance or observance of any obligation of tenant hereunder, or to exercise any right or option contained herein, shall not be construed as a waiver or a relinquishment for the future of any such obligation of tenant, or any right or option to owner. Owner's receipt and acceptance of fixed annual rent, additional rent or other charge payable by tenant hereunder, or owner's acceptance or performance of any other obligation by tenant, with knowledge of tenant's breach of any provision of this lease, shall not be deemed a waiver of such breach. No waiver by owner of any term, covenant or condition of this lease shall be deemed to have been made unless expressed in writing and signed by owner.

25. Owner shall have the right to rely upon any certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any imposition as sufficient evidence that such imposition shall have been due and unpaid at the time of the making or issuance of such certificate, advice or bill.

26. If an event of default shall be continuing, owner shall have the right, at its option, to apply any monies deposited by or for the account of tenant under any provision of this lease on account of curing such event of default. Unless expressly provided to the contrary, tenant shall not be entitled to interest on any monies deposited hereunder.

27. The provisions of this lease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns. In the event of any sale or transfer of the owner's entire interest in the demised premises, the grantor shall be, and hereby is, entirely relieved and freed of all obligations under this lease except the security deposit unless paid over to grantee and any prepaid rent.

28. Irrespective of the place of execution or performance, this lease shall be governed by and construed in accordance with the laws of the State of New York. This lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this lease to be drafted. If any words or phrases in this lease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this lease, and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Each covenant, agreement,

obligation or other provision of this lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependent on any other provision of this lease unless otherwise expressly provided. All terms and words used in this lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

29. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this lease which are not fully expressed in this lease. This lease cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties.

30. No receipt of any amount by owner from tenant, after any re-entry or after the cancellation or termination of this lease in any lawful manner, shall reinstate the lease; and after the service of notice to terminate this lease, or after the commencement of any action, proceeding or other remedy, owner may demand, receive and collect any amount due, and apply the same on account of tenant's obligations under this lease but without in any respect affecting such notice, action, proceeding or other remedy, except that if a money judgment is being sought in any such action or proceeding, the amount of such judgment shall be reduced by such payment.

31. If tenant is in arrears in the payment of rent or additional rent, tenant waives its right, if any, to designate the items in arrears to which any payments made by tenant are to be credited, and owner may apply any of such payments to any such items in arrears as owner, in its sole discretion, shall determine, irrespective of any designation or request by tenant as to the items against which any such payments shall be credited.

32. No payment by tenant or receipt by owner of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any such payment, nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment 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 payment due or pursue any other remedy in this lease provided.

33. If in this lease it is provided that owner's consent or approval as to any matter will not be unreasonably withheld, and it is established by a court or body having final jurisdiction thereof that owner has been unreasonable, the only effect of such finding shall be that owner shall be deemed to have given its consent or approval; but owner shall not be liable to tenant in any respect for money damages by reason of withholding its consent.

34. In every case in which tenant is required by the terms of this lease to pay to owner a sum of money, and payment is not made within ten (10) days after the same shall become due, interest shall be payable on such sum or so much thereof as shall be unpaid from the date it becomes due until it is paid. Such interest shall accrue at any annual rate which shall be three (3) percentage points above the prime commercial lending rate of Chase Manhattan in effect from time to time, but in no event more than the highest rate of interest which at such time is permitted under the laws of the State of New York.

35. Owner or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless any of the foregoing shall be caused by or due to the negligence of owner, its agents, servants or employees.

36. Tenant shall, at its own cost and expense, obtain in advance and thereafter maintain in good standing and in its own name, any and all licenses, permits and approvals that may be required for it to use the demised premises in accordance with the terms of this lease.

37. If and to the extent that any of the provisions of this rider conflict or are otherwise inconsistent with any of the preceding printed provisions of this lease, or of the rules and regulations attached to this lease, whether or not such inconsistency is expressly noted in this rider, the provisions of this rider shall prevail.

38. Tenant covenants, warrants and represents to owner that, other than Cushman & Wakefield, there was no broker instrumental in consummating this lease, and no conversations, or negotiations were had with any broker concerning the renting of the demised premises. Tenant shall indemnify, defend, hold and save owner harmless against any and all liability from any claims of any broker claiming to have acted on behalf of Tenant other than Cushman & Wakefield in connection with the renting of the demised premises (including, without limitation, the cost of counsel fees in connection with the defense of any such brokerage fee claims).

35% *Landlord & tenant acknowledge that the broker fees shall be negotiated solely between landlord & broker and shall be paid by landlord.*

39. If tenant holds over in possession after the expiration or sooner termination of the original term, or any extended term (if applicable), such holding over shall not be deemed to extend the term or renew the lease, but such holding over shall continue upon the covenants and conditions herein set forth except that the charge for use and occupancy of such holding over for each calendar month or part thereof shall be two (2) times the rent and additional rent then due under the lease.

40. This lease is presented to the tenant for signature by owner's designee solely in said designee's capacity as representative of owner and is hereby made expressly subject to the owner's acceptance and approval by execution by owner and delivery to tenant. This lease is not to be construed as an offer to lease and shall not in any way bind the owner or its designee until such time as the owner has executed and delivered the lease as aforementioned.

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41. The parties acknowledge and agree that this agreement is a sub-lease of the demised premises, subject to the terms of the proprietary lease between 160 Madison Avenue Owners Corporation, as lessor and John Simon as lessee, the terms of which lease are incorporated herein by reference. The parties hereto further agree that the terms "owner" and "tenant" in this agreement shall be construed to mean overtenant and subtenant respectively. The tenant acknowledges receipt of a copy of the proprietary lease and undertakes to observe all of the conditions, restrictions and rules therein contained.

42. The landlord and overlandlord agree not to unreasonably withhold or delay consent to any sublet or assignment. Any profit however earned by the tenant (i.e., by additional rent, lump

sum payment, or any consideration whatsoever) shall be shared on a 50-50 basis between the landlord and tenant after deducting the following cost attributable to the sublease: free rent, work done on the premises, brokerage commissions and legal fees.

43. Anything herein to the contrary notwithstanding, in the event the lessor under the proprietary lease brings a proceeding to evict or eject the lessee (the owner under the within sublease) on any grounds, then the tenant under the within sublease agrees that upon such eviction or termination it shall return to the lessor under the proprietary lease and such lessor shall assume this sublease.

44. Tenant is leasing the premises "as is". In making and executing this lease, tenant has relied solely on such investigations, examinations and inspections as tenant has chosen to make or has made. Tenant acknowledges that owner has afforded tenant the opportunity for full and complete investigations, examinations and inspections. Anything to the contrary notwithstanding, the landlord represents that the air conditioning system is in good working order. The tenant shall pay for the annual maintenance contract to service the air conditioning system. The landlord shall be responsible for any major repairs or replacement of the air conditioning system. Tenant is responsible for electric bills.

45. The tenant shall have a single option to renew this lease for a two-year term commencing, subject to overlandlord's approval which owner will use its best efforts to obtain, on January 1, 2007 and ending on December 31, 2008 at a base rental which shall be the tenant's then escalated rent. All other provisions of this lease shall apply, including the passalongs. To exercise this option, tenant must give landlord written notice by June 1, 2006, sent by certified and regular mail to the landlord with a copy to Vernon & Ginsburg, LLP, 261 Madison Avenue, 26th Floor, New York, New York 10016, Attention: Darryl M. Vernon.

46. The tenant agrees to use, occupy, operate and maintain the premises throughout the term as provided under this lease and shall not violate any applicable rules, regulations or municipal, state or federal laws. Any matter or objects visible from the street or exterior of the demised premises, reasonably deemed objectionable by landlord, shall be corrected or removed, as required by landlord, and to landlord's satisfaction. Tenant further agrees not to: (i) conduct or permit any fire, auction, going out of business or bankruptcy sale in the demised premises; (ii) engage in any unethical method of business operation; (iii) use or permit to be used the sidewalks, corridors, elevators, or any other space outside the demised premises for any display, storage or any other use; (iv) create, cause or allow any excessive noises or vibrations to occur in the premises.

47. Tenant acknowledges that owner's damages resulting from any breaches of this lease concerning the use, occupation and operation by the tenant at the demised premises, are difficult, if not impossible, to ascertain and concedes that, among any other remedies for such breach permitted by law or the provisions of this lease, owner shall be entitled to enjoin tenant from any violation of said provisions, and serve a notice of same as a material default hereunder entitling owner to terminate this lease. Owner may pursue either or both remedies, separately or simultaneously.

48. Landlord reserves the right to impose such reasonable additional requirements and restrictions with respect to the tenant's operations and use of the premises as it deems reasonably appropriate except that tenant shall have 24 hour access to the building.

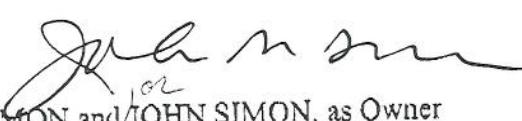
49. Tenant shall at all times keep the interior of the demised premises neat, tidy and orderly. Tenant shall promptly comply with any reasonable request for change in a particular method of operation and tenant shall endeavor courteously to consider any complaints of building tenants.

50. Tenant agrees that landlord shall have no obligation to tenant to perform any work within the demised premises in order to facilitate tenant's use and occupancy of the demised premises for the purposes set forth in this lease, or otherwise. Owner makes no representation whatsoever that the Certificate of Occupancy for the building shall authorize the use of the demised premises for the purpose permitted by landlord pursuant to this lease other than as general office space and tenant is hereby prohibited from using or occupying the demised premises in violation of the Certificate of Occupancy for the building, or any applicable laws.

51. Tenant agrees that it will handle and dispose of all rubbish, garbage and waste from tenant's operation at tenant's expense and in accordance with the reasonable regulations established by landlord. Tenant further agrees not to permit the accumulation of any rubbish or garbage in or about the premises.

52. Tenant shall provide owner with keys to the premises, along with the security codes to any alarm or security devices, so that owner may have access to the premises as allowed under this lease. If any keys or security codes are changed, tenant must immediately notify owner and replace the keys and advise of new security codes.

53. Upon executing this lease the tenant shall pay the landlord the first month's rent of \$4,166.66 and a payment of \$4,914.58 to be applied toward the last month's rent, along with the security payment of \$4,166.66.

Dated: 
CLAUDE SIMON and JOHN SIMON, as Owner

Dated: 
Courtney Hudson
EmergingMed, Inc., as Tenant

By: 12/27/02