

**EXTENSION AND MODIFICATION OF SUBLEASE DATED DECEMBER 2002  
BETWEEN CLAUDE SIMON AS LESSOR AND  
EMERGINGMED.COM, INC. AS LESSEE**

**PARTIES:** Claude Simon as ("Lessor") and EmergingMed.com, Inc. ("Lessee")

**DATE OF AGREEMENT:** July \_\_, 2007

**SUBJECT:** Extension and modification of lease dated December 2002 for the Fourth Floor at 160 Madison Avenue, New York, New York

1. The parties agree that the lease dated December 2002 between Claude Simon as lessor and EmergingMed.com, Inc. as lessee (a copy of which is attached and incorporated) is extended and modified pursuant to this agreement.

2. The term of the lease as set forth on page 1 of the preprinted lease is modified to extend from July 1, 2007, to June 30, 2010 (3 years).

3. Rider paragraph 1, subdivision 2(2) is modified as follows:

<u>Lease Year</u>	<u>Fixed Annual Rent</u>	<u>Monthly Installments</u>
07/01/07 - 06/30/08	\$65,000.00	\$5,416.67
07/01/08 - 06/30/09	\$67,500.00	\$5,625.00
07/01/09 - 06/30/10	\$70,000.00	\$5,833.33

4. All other terms of the lease remain in full force and effect. The tenant represents that the lease is in full force and effect and that the lessor is not in default or breach of the lease in any manner.

5. If this extension requires the consent of the overlandlord, 160 Madison Avenue Owners Corporation, then this extension shall not be effective until such consent is obtained and the parties agree to use reasonable efforts to obtain such consent.

6. Upon any contract for the transfer of the subject building (by lessor or overlandlord), the lessor has the option to cancel this lease upon three (3) months' notice to the tenant to be exercised by either the lessor, or this option may be exercised by any new owner (i.e., the transferee in any transfer) upon three (3) months' notice to the tenant. If the notice is given by the lessor, it may be given at any time after contract for the transfer and up until the actual closing. If the notice is given by the transferee, then such notice must be given within one (1) year after the closing of title to the transferee.

7. During the third year of this lease, the tenant may terminate the lease on at least ninety (90) days written notice to the landlord if the tenant's business is sold in an arm's length transaction.

8. If the sixth floor premises at 160 Madison becomes available, the tenant may move to the sixth floor, upon surrender of the fourth floor (broom clean, free of all occupants and in compliance with the lease), and all of the terms of this lease will remain in effect for the sixth floor. This modification and extension agreement will be then deemed modified to substitute sixth floor premises for the fourth floor premises. If the sixth floor premises becomes available, the landlord will

notify the tenant, and the tenant must advise the landlord within ten (10) days of its intention to move to the sixth floor and must complete the move up to the sixth floor, and surrender of the fourth floor, within thirty (30) days of the landlord's notice that the sixth floor is available.

CLAUDE SIMON, as Lessor

EMERGINGMED.COM, INC., as Lessee

By: CLAUDE SIMON

by: