

SECOND LEASE EXTENSION AGREEMENT ("Second Extension Agreement") dated as of October 1, 2013 between the BATTERY PARK CITY AUTHORITY d/b/a Hugh L. Carey Battery Park City Authority, a public benefit corporation of the State of New York, having an office at One World Financial Center, 24th Floor, New York, NY 10281 ("Landlord") and GIGINO AT WAGNER PARK, LLC, a New York limited liability company having an office c/o Giraldi Suarez Productions, 270 Lafayette Street, New York, NY 10012 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into an agreement (the "Original Lease"), dated as of June 16, 1999 and terminating on September 30, 2011, for lease of the building and improvements having a street address of 20 Battery Place, New York, NY and located within Robert F. Wagner, Jr. Park in Battery Park City (the "Premises"); and

WHEREAS, Landlord and Tenant entered into a lease extension agreement (the "First Extension Agreement"), dated as of October 1, 2011, extending the term of the Original Lease through September 30, 2013 and modifying various terms and conditions thereof (the Original Lease, as amended by the First Extension Agreement, the "Lease Agreement"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease Agreement as hereinafter provided.

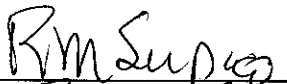
NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Except as herein amended, (a) all defined terms shall have the same meaning as originally set forth in the Lease Agreement and (b) the Lease Agreement is hereby ratified and shall remain in full force and effect in accordance with its terms.
2. The Term of the Lease Agreement is hereby extended for an additional three-month period, from October 1, 2013 through December 31, 2013 and the Expiration Date shall be December 31, 2013.
3. Except as amended herein, the Lease Agreement and all the covenants, terms, conditions and provisions thereof (a) are hereby ratified and confirmed in all respects and (b) shall bind and inure to the benefit of the parties thereto and their respective successors, except as may be provided in the Lease Agreement, as modified hereby, their respective assigns.
4. Tenant represents to Landlord that this Second Extension Agreement was not brought about or procured through any real estate broker, and Tenant agrees that should any claim be made by any broker, licensed or otherwise, for a brokerage commission or other compensation in connection with this Second Extension Agreement, through or on account of any acts of Tenant or its representatives, Tenant will indemnify and hold harmless Landlord from any and all liabilities and expenses in connection therewith.


5. This Second Extension Agreement shall not be binding upon Landlord unless and until it is signed by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Second Extension Agreement as of the date first written above.

LANDLORD:
BATTERY PARK CITY AUTHORITY
(d/b/a Hugh L. Carey Battery Park City
Authority)

By: 
Name: Robert M. Slopico
Title: EVP

TENANT:
GIGINO AT WAGNER PARK LLC

By: 
Name: PHILIP SUAREZ
Title: MEMBER